



Amendment No. 1  
to  
Contract No. NA190000167  
for  
Janitorial Services: Austin-Bergstrom International Airport  
between  
Westlake Home and Commercial Services  
and the  
City of Austin

- 1.0 The City hereby amends this contract to correct the vendor name to James Hasty Enterprises Inc. D/B/A Westlake Home & Commercial Services
- 2.0 The total contract amount is increased by \$0 by this amendment. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 06/20/2019 – 06/19/2021	\$414,648.00	\$414,648.00
Amendment No. 1: Correct vendor name to: James Hasty Enterprises Inc. D/B/A Westlake Home & Commercial Services	\$0.00	\$414,648.00

- 3.0 By signing this Amendment, the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 4.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: James T. Hasty 7-12-19

Printed Name: James Hasty  
Authorized Representative

Sign/Date: Cyrenthia Ellis

Cyrenthia Ellis  
Procurement Manager  
City of Austin  
Purchasing Office  
124 W. 8<sup>th</sup> Street, Ste. 310  
Austin, Texas 78701

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")  
AND  
WESTLAKE HOME AND COMMERCIAL SERVICES ("CONTRACTOR")  
FOR  
JANITORIAL SERVICES: AUSTIN-BERGSTROM INTERNATIONAL AIRPORT  
MASTER AGREEMENT – 8100 NA190000167**

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Westlake Home and Commercial Services having offices at 9313 Circle Drive, Austin, Texas 78736 and the City, a home-rule municipality incorporated by the State of Texas and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number RFP 8100 KDS3004-Janitorial Services: Austin-Bergstrom International Airport

**1.1 This Contract is composed of the following documents:**

- 1.1.1 This Contract
- 1.1.2 The City's Solicitation, RFP 5800 KDS3004 – ABIA Janitorial Services including all documents incorporated by reference
- 1.1.3 Westlake Home and Commercial Services, Inc., dated January 23, 2019 including subsequent clarifications

**1.2 Order of Precedence.** Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This Contract
- 1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
- 1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications.

**1.3 Term of Contract.**

- 1.3.1 **Term of Contract.** The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of 24 months.

The Contract may be extended automatically beyond the initial term for up to 3 additional 12-month periods at the City's sole option unless the Contractor is notified in writing no less than 180 days prior to the contract's expiration.

- 1.3.1.1 If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.
- 1.3.1.2 Upon expiration of the initial term or any period of extension, the

Contractor agrees to hold over under the terms and conditions of this Contract for such a period as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under the Contract (not to exceed 120 calendar days unless mutually agreed to in writing).

1.3.1.3  
months.

This is a 60 month Contract. Prices are firm for the first twelve (12)

- 1.4 **Compensation.** The Contractor shall be paid a total Not-to-Exceed amount of \$414,648.00 for the initial Contract term and \$207,324.00 for each extension option as indicated on the Cost Proposal Form, Section 0600A. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.
- 1.5 **Quantity of Work.** There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order
- 1.6 **Clarifications and Additional Agreements.** The following are incorporated into the Contract.

1.6.1 Exhibit 1 – Clarification Presentation

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the parties have caused a duly authorized representative to execute this Contract on the date set forth below.

**Westlake Home and Commercial  
Services**

**CITY OF AUSTIN**

James T Hasty

Printed Name of Authorized Person

Signature

Owner/President

Title:

Insert Date (Must be within the Offer  
acceptance period)

Date:

Cyrenthia Ellis

Printed Name of Authorized Person

Signature

Purchasing Manager

Title:

Insert Date (Must be within the Offer  
acceptance period)

Date:

List of Exhibits  
Exhibit 1 –Clarification Presentation



## Exhibit 3: Window Washing at ABIA for Category 3

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**Category 3** – consists of **Window Washing** at the **ABIA Barbara Jordan Terminal and Adjacent Parking Garage Elevators**.

### **1. Scope of Work**

- 1.1. Contractor shall provide window washing services for the **ABIA Barbara Jordan Terminal and adjacent parking garage** for this category. For the cleaning of interior and exterior windows including window frames, windowsills, skylights, mullions, ledges, screens, and high dusting for interior surfaces that are not easily accessible to the City custodial staff.
- 1.2. The successful Vendor shall provide all labor, supervision, travel, equipment, tools, materials, supplies, tax and permits, if applicable, necessary for and incidental to fully performing all services in accordance with the specifications, terms, and conditions set forth herein. Additional ABIA locations may be added based on mutual agreements between the City and the Contractor.
- 1.3. The Contractor shall furnish ALL labor, supervision, materials, and equipment necessary to produce clear, polished glass windows without any haze or streaks.
- 1.4. A formal inspection/walk-through shall be made for all areas when cleaning of a section has been completed. This inspection shall be made by the Contract Manager and the Contractor. The Contractor shall respond in writing to discrepancies or problems within 24 hours of notification.
- 1.5. All work that does not meet the City's approval shall be corrected within ten (10) calendar days.
- 1.6. The Contractor shall perform no work outside the scope of its estimate for a specific job without first having written approval from the Contract Manager.
- 1.7. Equipment, materials, and performance requirements shall meet the following:
  - 1.7.1. All staging and equipment shall be in good repair and must meet or exceed Occupational Safety and Health Administration (OSHA) and the National Association of Building and Window Cleaners industry standards. All work and procedures must comply with OSHA guidelines and applicable environmental policies, rules and regulations.
  - 1.7.2. The Contract Manager may stop work at any time if unsafe equipment is being used. Persistent problems with unsafe, inferior, or defective equipment shall be grounds for cancellation of contract.
  - 1.7.3. Contractor may not use any gasoline, natural gas, or propane-powered equipment without prior written approval by Contract Manager.
  - 1.7.4. For staging used in sight of the public, no worn, frayed, or sun damaged staging is acceptable.
  - 1.7.5. Contractor shall dispose of all worn/defective parts, oils, solvents, in accordance with all applicable laws, rules, and regulations. Contractor shall handle, transport, and dispose of worn/defective parts, oils, solvents, waste, or hazardous materials in such a manner as to ensure the highest level of safety to the environment and public health at no additional cost to the City. Contractor shall not store worn or defective parts on the City premises. Contractor shall remove worn/defective parts, materials, oils, solvents from City premises as soon as each job is completed.
  - 1.7.6. Safety ropes and harnesses must be worn at all times when working above six feet from the floor surface.

- 1.7.7. While working on a ladder, performed above the lower level, it is required that there is another employee stationed at the base of the ladder.
- 1.7.8. Hazard cones and other safety signage must be placed accordingly at all times.
- 1.7.9. Any equipment or staging parked or secured in a service road area must be attended by a ground-stationed worker, whose job shall be to watch and warn traffic in the area.
- 1.7.10. Whenever equipment is moved through or around the facility, there must be an adequate entourage of workers to escort it safely.
- 1.7.11. Lift equipment used must be in good repair, neat, and clean. Tires shall be cleaned before entry into the City buildings. The Contractor shall be responsible for any damages resulting to the City property from tire burns, battery leaks, oil or hydraulic leaks, scrapes, scratches, etc. Care shall be taken at all times to ensure that patrons visiting the City and City staff are not inconvenienced by the window cleaning equipment or process.
- 1.7.12. Care shall be taken to schedule around activities in City facilities. Should it become necessary to clean near any exhibition of artwork or other crafts, great care and every precaution must be taken to insure that there is no potential for damage to any object.
- 1.7.13. All such activity shall be approved by the Contract Manager and closely monitored by the Contractor's supervisor while work is in progress.

## **2. Window Washing Standards of Cleaning shall be as follows:**

- 2.1 All atmospheric salts, drip lines ("alkaline ice"), streaks, hydrocarbons, gum, cobweb, paint, loose and adhered soil, biological materials, construction materials, and haze shall be removed.
- 2.2 All windows frames, doorframes, railings, ledges, windowsills, trim mullions, muntins, spandrels, exterior panels, louvers, and high dusting interior surfaces associated with or directly under windows shall be wiped clean and dry.
- 2.3 Any streaks left by the squeegee shall be removed with a chamois or towel.
- 2.4 A clear, polished glass window, without any haze or streaks, shall be the result of the cleaning process.
- 2.5 All etched and tempered glass must be hand washed and chamois dried without any haze or streaks.

## **3. Glass Type Standards are to include the following:**

- 3.1 Clear-Type A: Must meet all of the above standards.
- 3.2 Ceramic Frit-Type B: Must meet all of the above standards.
- 3.3 Frosted-Type C: Must meet all of the above standards except clarity.
- 3.4 Etched: All etched tempered glass must meet all of the above standards.
- 3.5 Industry standard cleaning techniques shall be allowed, but the process must be observed and approved by Contract Manager.
- 3.6 Hand brushed on a mild detergent solution, which is then dried by a squeegee or towel shall be the preferred technique.
- 3.7 Window trim is to be dried by wiping with a towel or chamois. This may be accomplished by ladder, Bosun's chair rigged from proper staging, scaffolding, or lift equipment. The Bosun's chair cannot be used on the airfield side of the Terminal because of the louvers located on that side.

- 3.8 Sprayed on rinse free solutions are not acceptable. Contractor must seek the approval of special products from the Contract Manager.
- 3.9 Pressure washing is not allowed for window cleaning.
- 3.10 "Tucker Pole" techniques are not acceptable.
- 3.11 Hand cleaning with acceptable solutions and polishing dry by towel or chamois is allowed.
- 3.12 Window washing techniques must comply with all applicable environmental policies, rules and regulations.

#### **4. ABIA Window Washing Locations**

- 4.1 The Barbara Jordan Terminal extends 2,095 feet from east to west in a slight crescent configuration. The north or, in airport terminology, "landside" of the facility faces the parking area. The south, or "airside" of the building faces the aircraft operating area. The central facility is 280 feet wide across its center and 970 feet long. There are approximately 110 feet on either side of the central area that stretch to 45 feet in height from ground level.
- 4.2 The facility has four levels and each level is divided into either upper or lower levels. The sectors progress from east to west and are designated by letters A through K. Areas and the letter of the sector in which they are located precedes room numbers.
- 4.3 There are approximately 260,000 square feet (SF) of glass surface. Approximately 112,560 SF of glass surface is on the upper level of the terminal building. Approximately 147,440 SF of glass is on the lower level of the terminal building.
- 4.4 Lower Level includes the following areas:
- 4.5 Baggage Claim Level: lower level that stretches from east to west of the lower level of the terminal.
- 4.6 Apron Level: middle level, just above the baggage claim level, accessible only to airline personnel. There are windows on both the secure and public sides. Also includes exterior windows that require cleaning and can be accessed through the Apron level.
- 4.7 Upper Level includes the following areas:
- 4.8 Concourse Level: upper level, screening floor which stretches from east to west of the entire terminal. These are the windows on the secure side and public level.
- 4.9 Mezzanine Level: upper center level of the airport, primarily located above the concessions.
- 4.10 Terminal East Infill Areas (Customs/TSA): 56,000 sq. ft.
- 4.11 East Terminal Gate Expansion: 70,000 sq. ft.
- 4.12 Sterile Corridor Interior Glass:
- 4.13 Sterile corridor roof – 6,330 sq. ft. approx.
- 4.14 Sterile corridor vertical glass – 6,000 sq. ft. approx.
- 4.15 GL16 in front of PE01 - 300 sq. ft. approx.
- 4.16 Internal Glass at PE04 – 115 sq. ft. approx.

- 4.17 External Glass at PE04 at Sterile Corridor level only – 400 sq. ft. approx.
- 4.18 Glass over concession boxes – 286 sq. ft. approx.
- 4.19 Elevators: Two located in the parking garage, in adjacent of the terminal.

5. **Window Washing Cleaning Schedule**

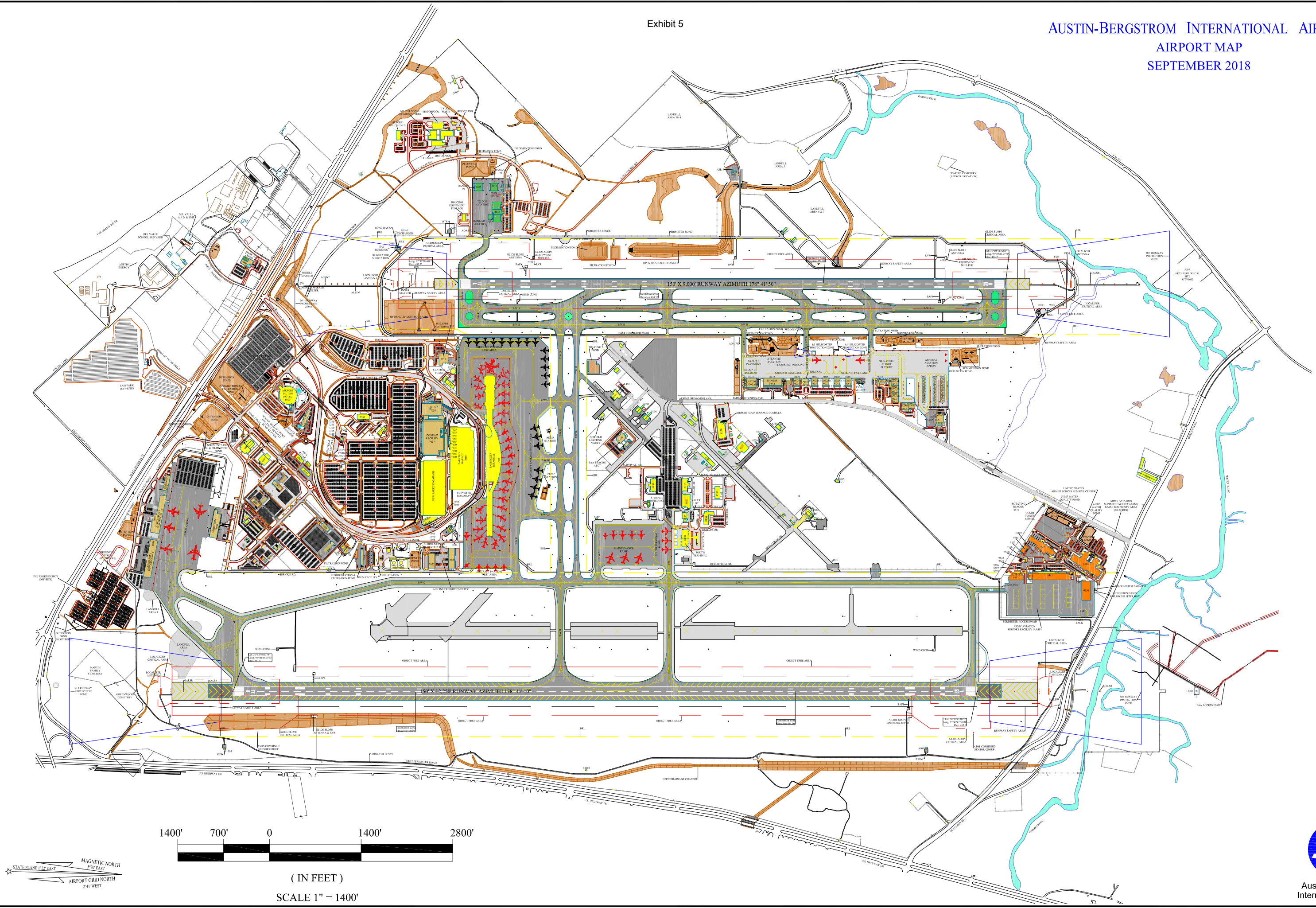
- 5.1. Baggage Claim Level: 12 midnight to 6:00 a.m. Equipment must be removed before 8:00 a.m.
- 5.2. Apron Level: Contractor shall clean interior windows in sections extending from one column to the other. If necessary, Contractor shall at a minimum, skip a section of windows/pillars to avoid an inconvenience to the public. Contractor shall be responsible for returning to skipped windows to ensure all windows are cleaned. This will be scheduled with the Contract Manager.
- 5.3. Concourse Level: Contractor shall clean interior windows in sections extending from one column/frame to the other. If necessary, Contractor shall at a minimum, skip a section of column/frame to avoid an inconvenience to the public. Contractor shall be responsible for returning to skipped windows to ensure all windows are cleaned. This will be schedule with the Contract Manager.
- 5.4. Mezzanine Level: 12 midnight to 6:00 a.m. Equipment must be removed by 8:00 a.m.
- 5.5. Skylights: 12 midnight to 6:00 a.m. Equipment must be removed by 8:00 a.m.
- 5.6. Elevators: Contractor shall schedule so that the elevators are down one at a time to avoid public inconvenience.
- 5.7. The Department Contract Manager shall approve all work schedules. The Contractor shall not interfere with the activity of passengers and staff in the facility.
- 5.8. For exterior windows affecting airlines, the Contractor shall be responsible for scheduling the cleaning with the Contract Manager in order to avoid interference with the airlines.
- 5.9. When windows of opportunity” are limited, the Contractor shall be expected to supply adequate equipment and personnel to limited access areas quickly.
- 5.10. All work shall be completed within 30 working days of schedule approved by the Contract Manager, weather permitting. All completion work must begin no later than 24 hours after weather becomes permissible. In addition, there shall be no interruption in service without prior written approval by the Contract Manager.



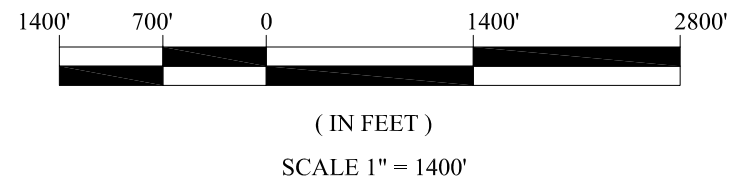
### EXHIBIT 4: INVENTORY (PACKAGES 1 & 2)

Equipment or Chemical Type	Brand/Model	<u>Size</u>	Notes	Energy Source or chemical
<b>MLD</b>	Spartan	12 1qrt bottles	Toilet Bowl Cleaner	Chemical
<b>NABC #1</b>	Clean on The Go	2 liters	Restroom Disinfectant	Chemical
<b>Tri Base #17</b>	Clean on The Go	2 liters	All Purpose Cleaner	Chemical
<b>Clean by Peroxy</b>	Clean on The Go	2 liters	All Purpose Cleaner	Chemical
<b>Liquid Crème Cleaner</b>	Spar Crème by Spartan	12 1qrt bottles	Stainless Steel Polish	Chemical
<b>Tag Out Towels</b>	Beta Technology	6 pck	Grafiti Remover	Chemical
<b>D-Vour</b>	D Industries	4pck	Bio Hazard Absorbant	Powder
<b>Hand Soap</b>	TC One Shot Soap	4, 1600ml		Electric
<b>Hand Soap</b>	Lotion spray soap	12		Manual
<b>Urinal Screens</b>	Bubblegum Blue	12pck		
<b>Urinal Mats</b>	Bella Mat	12pck	Antimicrobial Floor Protector	
<b>Coreless Tissue</b>	Compact Coreless	18 rolls	2ply Recycled Toilet Paper 19378	
<b>Toilet Seat Covers</b>	Impact Products	10pck of 250		
<b>Brown Waxed Liners</b>	Health Gards	250 sheets	For Sanitary Napkin Disposal	
<b>Red Shop Towels</b>	Wypall-Kimberly Clark	5bx		
<b>Blue Shop Towels</b>	Wypall-Kimberly Clark	10bx		
<b>Touchless Towels</b>	Enmotion	6 10 pulg. X 800 pies		Battery
<b>Trash Liners</b>	Steel Flex Can Liners	36x46		
<b>Trash Liners</b>	Steel Flex Can Liners	43x47		
<b>Trash Liners</b>	Steel Flex Can Liners	30x36		
<b>Blue recycle liners</b>	Berry Plastics	29x48		
<b>Blue recycle liners</b>	Berry Plastics	38x58		
<b>Batteries</b>	Pro Cell	D		
<b>Batteries</b>	Pro Cell	C		

L:\M20\AIRPORT MAP\25Jul18 Airport Map.dwg, 11x17



MAGNETIC NORTH  
STATE PLANE 122° EAST  
AIRPORT GRID NORTH  
2°41' WEST





**ADDENDUM  
REQUEST FOR PROPOSAL  
JANITORIAL SERVICES FOR ABIA  
CITY OF AUSTIN, TEXAS**

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**Solicitation:** RFP 8100 KDS3004

**Addendum No:** 1

**Date of Addendum:** 12/26/2018

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This addendum is to add the pre-proposal meeting time to the Offer Sheet.

**PRE-PROPOSAL CONFERENCE TIME AND DATE:**

1/8/2019 – **1:00 PM**

**LOCATION:** Planning & Engineering Building Building,  
2716 Spirit of Texas Dr., Room 174, Austin TX 78701

**CALL IN INFORMATION:** 512-974-9300, **CODE:** 968108

1.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

Kim Larsen, Procurement Specialist II  
Purchasing Office, 512-974-2261

ACKNOWLEDGED BY:

James T Hasty  
Name

  
Authorized Signature

January 15, 2019  
Date

**RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.**





**ADDENDUM  
REQUEST FOR PROPOSAL  
JANITORIAL SERVICES FOR ABIA  
CITY OF AUSTIN, TEXAS**

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**Solicitation:** RFP 8100 KDS3004

**Addendum No:** 2

**Date of Addendum:** 1/7/2019

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This addendum is to add a facility tour at Austin Bergstrom International Airport (ABIA).

The facility tour is not mandatory and does not affect a Contractor's ability to submit a proposal. If you did not participate in the previous tour for solicitation MHJ3005, and would like to attend, **you must RSVP to [kim.larsen@austintexas.gov](mailto:kim.larsen@austintexas.gov) by Wednesday, January 9, 12:00 PM with the name of the person(s) attending.** (We prefer 1 attendee per company but will allow a maximum of 2 attendees). Please do not RSVP if you participated in the tour previously.

**Tour Date:** 1/10/2019

**Time:** 8:30 AM – 11:30 AM

**Location:** ABIA - Planning and Engineering Building

2716 Spirit of Texas Drive, Austin TX 78719

(This is the same building where the pre-proposal meeting will take place).

Arrive by 8:30 AM and bring a valid photo ID (Driver's License, Passport). You will need to provide your date of birth to obtain a temporary access badge.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

Kim Larsen, Procurement Specialist II  
Purchasing Office, 512-974-2261

ACKNOWLEDGED BY:

James T Hasty  
Name

  
Authorized Signature

January 15, 2019  
Date

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**ADDENDUM  
REQUEST FOR PROPOSAL  
JANITORIAL SERVICES FOR ABIA  
CITY OF AUSTIN, TEXAS**

---

**Solicitation:** RFP 8100 KDS3004

**Addendum No:** 3

**Date of Addendum:** 1/8/2019

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This addendum is to clarify the facility tour at Austin Bergstrom International Airport (ABIA). Companies that attended the facility tour for the previous solicitation may attend. However, companies are limited to two (2) attendees.

The facility tour is not mandatory and does not affect a Contractors ability to submit a proposal.

If you will attend the facility tour, **RSVP to [kim.larsen@austintexas.gov](mailto:kim.larsen@austintexas.gov) by Wednesday, January 9, 12:00 PM with the name of the person(s) attending.**

**Tour Date:** 1/10/2019

**Time:** 8:30 AM – 11:30 AM

**Location:** ABIA - Planning and Engineering Building

2716 Spirit of Texas Drive, Austin TX 78719

(This is the same building where the pre-proposal meeting will take place).

Arrive by 8:30 AM and bring a valid photo ID (Driver's License, Passport). You will need to provide your date of birth to obtain a temporary access badge.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

Kim Larsen, Procurement Specialist II  
Purchasing Office, 512-974-2261

ACKNOWLEDGED BY:

James T Hasty  
\_\_\_\_\_  
Name

  
\_\_\_\_\_  
Authorized Signature

January 15, 2019  
\_\_\_\_\_  
Date

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**ADDENDUM  
REQUEST FOR PROPOSAL  
JANITORIAL SERVICES FOR ABIA  
CITY OF AUSTIN, TEXAS**

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**Solicitation:** RFP 8100 KDS3004

**Addendum No:** 4

**Date of Addendum:** 1/10/2019

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This addendum is to extend the due date and time for questions related to the above referenced solicitation.

- 1.0 The deadline to receive questions has been extended to 5:00 PM CST, Thursday, January 10, 2019.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

Kim Larsen, Procurement Specialist II  
Purchasing Office, 512-974-2261

ACKNOWLEDGED BY:

James T Hasty  
\_\_\_\_\_  
Name

  
\_\_\_\_\_  
Authorized Signature

January 15, 2019  
\_\_\_\_\_  
Date

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**ADDENDUM  
REQUEST FOR PROPOSAL  
JANITORIAL SERVICES FOR ABIA  
CITY OF AUSTIN, TEXAS**

---

**Solicitation:** RFP 8100 KDS3004

**Addendum No:** 5

**Date of Addendum:** 1/14/2019

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This addendum is to make the following clarifications and answer questions regarding the above referenced solicitation:

**I. Questions:**

1. Can the City consider extension of the submission date for proposals so that the Contractors can prepare a comprehensive response after the facility tour and clarification of associated questions?

*Answer:* Yes. The solicitation due date is extended to January 24, 2019.

2. The annual budget of \$1.1 M is for all three categories, which also includes the estimated annual consumables of \$350,000.00, leaving \$750,000.00 of annual budget on the operations for staffing, benefits, overhead cost, profit margin, chemical, and equipment. Are you expecting the proposed amount to meet within this budget indicated in the RFP?

*Answer:* Yes. However, chemicals would be included in the supplies/consumables estimated annual budget of \$350,000.00. The budget is an estimate and the actual expenditures may be higher or lower depending upon prices received as a result of this solicitation.

3. What is the April date that was mentioned in the pre-proposal meeting? Is there a hard date for the start of the contract?

*Answer:* The contract must be approved by City Council prior to executing. April 25<sup>th</sup> is the date that we would like to make a recommendation to City Council. This date may change.

4. Are all outbuildings located here at ABIA? Nothing listed 20 miles away?

*Answer:* Yes. All are located at ABIA Property. The distance from the terminal to the maintenance complex is 6.3 miles. That is the furthest driving distance they would have to complete.

5. Are we to provide the cleaning products?

*Answer:* Yes.

6. Is the storage space where we will have a breakroom, etc?

*Answer:* No – it is for storage of supplies (5-day) and equipment. A shared-use break area will be provided.





7. Are there any requirements for benefits that must be offered to staff?

*Answer:* No.

8. What are the payment terms, i.e. 30 days? 60 days?

*Answer:* Payment terms are (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later as indicated in Section 0300 Standard Purchase Terms and Conditions, clause 13.

9. How many employees does it take to perform the work currently? It would help us to propose and prepare proposal more quickly.

*Answer:* We want vendors to review the scope of work and propose the number of staff it would take to perform services.

10. How many people is the City currently using to perform these services?

*Answer:* ABIA currently has 102 City employees performing janitorial services. These employees are staying – they are not being replaced. This contract is to augment City staff by providing services in non-public areas. Some buildings are not yet operational thus we don't have a number to provide for those buildings.

11. Can you elaborate on the Admin Building - is the 118,000 square feet current facility space or new facility space?

*Answer:* This is a new/additional building which will open in 2019

12. Can you tell us how many people are occupying it?

*Answer:* We do not know yet. Please use square footage and one shift per day to provide pricing.

13. What is hot water extraction and the frequency on the Task List?

*Answer:* The Task List mistakenly listed this as a Daily task – this should say "Bi-annually". We have updated this on the task list.

14. How did you estimate 1.1 Million for entire contract? Does this \$1.1M include Admin building?

*Answer:* ABIA used historical data from Finance and square footage to estimate. Yes – this dollar amount includes the Admin Building.

15. Was the \$15.00 hr rate included in estimates?

*Answer:* Yes.

16. Can you elaborate the tasks especially in landscape documents – are these specified 1x per shift or 1x day?

*Answer:* Please refer to Exhibit 1 for each location which specifies the services per the shifts that are required.





17. The services to be performed in 1st and 2nd shifts on Page 2, Exhibit 1 – this is confusing to me. Can you clarify?

*Answer:* If a room is busy during first shift, it will be noted and passed to 2nd shift. Services will be provided once per shift as noted on Exhibit 1.

18. Do we have to transport equipment from building to building?

*Answer:* Yes, that is correct.

19. Is parking, storage, breakroom, and office space being provided by the airport?

*Answer:* Yes. An office and shared breakrooms are available.

20. Section 0600 – Tab 5 C. asks proposers to include the name of the account manager. What if we do not know who that will be yet?

*Answer:* The account manager information should be provided with your proposal. The information regarding the number of clients already being managed and the amount of time the account manager is able to dedicate to this contract is important to ABIA. If this is not possible, it shall be provided by the time the contract is executed.

21. Is ABIA providing the supplies?

*Answer:* No. Refer to Section 0500 Scope of Work, 8.9 Materials and Supplies: "Contractor shall provide all supplies in the performance of janitorial services. The cost for these consumables shall not be included in the rate for janitorial services. Each category contains an estimated dollar amount for materials and supplies to be provided by the Contractor at a percent mark-up to cost. Offerors must offer supplies and materials for each category to be considered for award."

22. When was the last time we used Emergency Services? Can you elaborate on what Emergency Services might be needed, provide an example?

*Answer:* Example 1: The FAA tower was flooded with several feet of water during Hurricane Harvey and required additional staff for cleanup. Example 2: Cleanup was required for a burst pipe which caused flooding in an area.

23. The last solicitation asked for Power Washing Services. Do you wish to have proposers offer that service?

*Answer:* Yes, please add as an additional service on Section 0600A Price Proposal worksheet, Category 2, if your company is able to provide this service. The terminal extends 2,095 ft from East to West. 45' in height from ground level. The request would be for the upper, lower and median curb. Refer to Exhibit 3 for more specific details.

24. Is it OK to submit a cover letter at the beginning of this proposal, before the Table of Contents?

*Answer:* Yes.

25. How do you want us to package Part II of this proposal, as a separate document, or bound in our proposal? Should Part II be tabbed?



*Answer:* Part II should be included as a Section of your proposal. Refer to Section 0600, 1. Proposal Format, "The proposal itself shall be organized in the following format and informational sequence. Use tabs to divide each part of the Proposal and include a Table of Contents."

26. Do you want us to submit our insurance certificate as part of this proposal, or upon award? If so, where in the proposal should we put it?

*Answer:* The insurance requirements are provided for proposers to consider when submitting their offer. If recommended for award, the City will request a Certificate of Insurance prior to contract execution.

27. The reference in the Request for Proposal (RFP) documents that states that the current City of Austin Living Wage Ordinance rate for all employees to work under this RFP is \$15 per hour. I cannot locate this information on the internet. Please provide a copy of the final ordinance for this LWO increase notice.

*Answer:* Section 0400 Supplemental Purchase Provisions, 9. Living Wages, states the current minimum living wage rate of \$15.00 per hour and provides a link to Rule R161-17.14. The Notice of Amended Rule Adoption for Living Wage is located on-line here: [https://www.austintexas.gov/financeonline/afo\\_content.cfm?s=16](https://www.austintexas.gov/financeonline/afo_content.cfm?s=16). In addition, the current wage rate is available on-line here: <https://austintexas.gov/faq/what-citys-living-wage>.

28. It states in Section 9 of the Supplemental Purchase Provisions addressing Living Wage, the contractor will be required to pay the City of Austin Living Wage of \$15/hour (effective September 2018). The RFP also makes it clear that whatever final bill rate is accepted increases will not be allowed in the first 12 months. If the City of Austin Living Wage increases in the first 12 months will a contractor be able to adjust bill rates due to this increase? If not, how would The City of Austin prefer contractors handle potential future pay rate increases?

*Answer:* The living wage amount that was applicable at the time the contract was awarded will remain the same throughout the term of the contract including extension options. Please see item 5.B of Rule No. R161-17.14 located here:

<http://www.austintexas.gov/edims/document.cfm?id=277854>

29. Under the City of Austin Living Wage Ordinance and/or any other ordinance, law and/or regulation, other than the Affordable Care Act, is there any mandated health care coverage required to be paid by an employer to any employee working under this contract. If so, please provide the ordinance, law and/or regulation notice, which includes the amount to be paid by employer and employee.

*Answer:* No. The City has no requirement.

30. In accordance with the "Supplemental Purchase Provisions" provided under this RFP 80 KDS3004 procurement, specifically Section 12, titled "Economic Price Adjustment", it states that "The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested". It also states that "The price adjustment shall not exceed ten (10) percent (10%) for any single line item". With that said, if the combination of all changes in cost to provide the services under this contract, as well as any massive changes in the LWO wage and benefit rates exceed the 10%, cap, will the City of Austin allow a price adjustment to account for these uncontrollable governmental mandated changes over the published cap within the RFP? Example, the Seattle Tacoma International Airport two years ago had over a 25% increase in





wages mandated through local law, regulation and/or ordinance that conflicted with contract terms related to price adjustments.

*Answer:* Section 0400, 12. Economic Price Adjustment, A. Price Adjustments is amended to state:  
"The requested price adjustment shall not exceed ten percent (10%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision **unless the City enacts local law, regulation and/or ordinance that would exceed that amount.**"

31. In each of the exhibits, related to the "Janitorial Services Task List", for each building/area location, you have only provided a frequency of "Daily" for work to be performed each day (not including the Weekly, Monthly, Quarterly and Bi-Annual frequencies referenced). In addition, many of the buildings and area locations require service on more than one shift. Normally, when a specification says that we service an area daily, this means one time during a day. We need you to provide the number of times a service is required per shift at each building and/or area location, so we can properly allocate the man-power to meet your specification expectations and contract requirements.

*Answer:* Once per shift, per day.

32. Per the RFP 8100 KDS3004 "Section 500: Scope of Work", specifically Section 3.6, "The total annual expenditure for all categories combined is anticipated to be approximately \$1.1M", was this budget based on the new Living Wage Ordinance wage of \$15 per hour and any other health/sick/other increases incorporated in the new Living Wage Ordinance?

*Answer:* Yes.

33. Per the RFP 8100 KDS3004 "Section 500: Scope of Work", specifically Section 3.6, "The total annual expenditure for all categories combined is anticipated to be approximately \$1.1M", did this budget take into consideration Section 3.1 of this Scope of Work document, which states that each awarded category will be evaluated separately, and if this is the case, each Contractor will need to include cost for each category for an answering service as identified in Section 7.1.1.1., as well as a working supervisor for each shift as referenced in Section 7.3.1., which will quadruple the anticipated budget costs, is this in the budget referenced?

*Answer:* Yes, \$1.1 million is the estimate for all categories combined.

34. In Exhibit 1, Category 1 Specification & Task List, the shifts are listed as well the days of week but only building that requires 7 days cleaning is the Administration Building, so is it safe to assume the rest of the buildings are 5 days cleaning?

*Answer:* Exhibit 1, Revision 1, has been updated to state the required days for cleaning.

35. Exhibit 1, the ARFF building only requires bi-annual floor work during the 3rd shift, can you please confirm that there are no daily cleaning?

*Answer:* Yes, that correct

36. In Exhibit 2, Category 2, the 3 locations, Airline Tenant Lease Space, TSA Locations, and Tenant Lease Space, does not indicate the days or the shifts that required, as indicated in Exhibit 1. Can you please confirm if there are requirements or as a contractor, would you like for us to propose?

*Answer:* This has been revised in Revision 1 of Exhibit 2.



37. During the pre-conference meeting, there was a question about the square footages of the floor type. Can you please provide a rough estimate of the floor ratio (percentage of carpet vs hardfloor surface)?

*Answer:* This is the square footage for the flooring at the new Admin Building that is under construction: concrete 5656.13 sq. ft, terrazzo 6281.92 sq. ft, vinyl tile 4496.2 sq. ft, carpet 54289.17 sq. ft, rubber/cork flooring tile 1320.98 sq. ft, ceramic tile 2271.76 sq. ft. This is currently the only building that has terrazzo flooring that will be on the contract. All other terrazzo flooring in the Barbara Jordan Terminal will be maintained by the City Employees.

38. As for staffing, are we allow to interview and/or hire current custodial personnel working for City of Austin performing this scope in ABIA, if so, are we required to match their benefits and wages?

*Answer:* No. The City will retain all staff currently employed to provide these services at ABIA. A non-solicitation clause has been added to Section 0400, clause 11.

39. The RFP states that City-approved uniforms shall be worn at all times. Can you please confirm if we need to provide the uniform service, required logo on the uniform, or define the term City-approved?

*Answer:* The Contractor shall provide uniforms for all staff servicing this contract. The City shall approve of the proposed uniform to ensure it is professional in appearance, clearly identifies the Contractor's personnel and does not pose any safety concerns.

40. In the Previous RFP Price Sheet, the total estimated consumables were \$400,000.00 but the revised price sheet only indicates \$350,000.00, can you please confirm on these numbers?

*Answer:* Yes, this is the correct estimate.

41. Please clarify if the extensions are at the City's sole discretion or subject to agreement by both Contractor and the City i.e. the contractor can refuse renewal.

*Answer:* Yes, extensions are at the City's sole discretion. Section 0400, clause 4.A, Term of Contract, states: *"The Contract may be extended automatically beyond the initial term for up to three (3) additional twelve (12)-month periods at the City's sole option unless the Contractor is notified in writing no less than thirty (30) days prior to the contract's expiration."*

*Clause 4.C has been amended to: "Upon written notice to the Contractor from the City's Purchasing Officer or his designee, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above."*

42. Please clarify if there are any railway tracks present on the project site.

*Answer:* No, there are no railway tracks at ABIA.

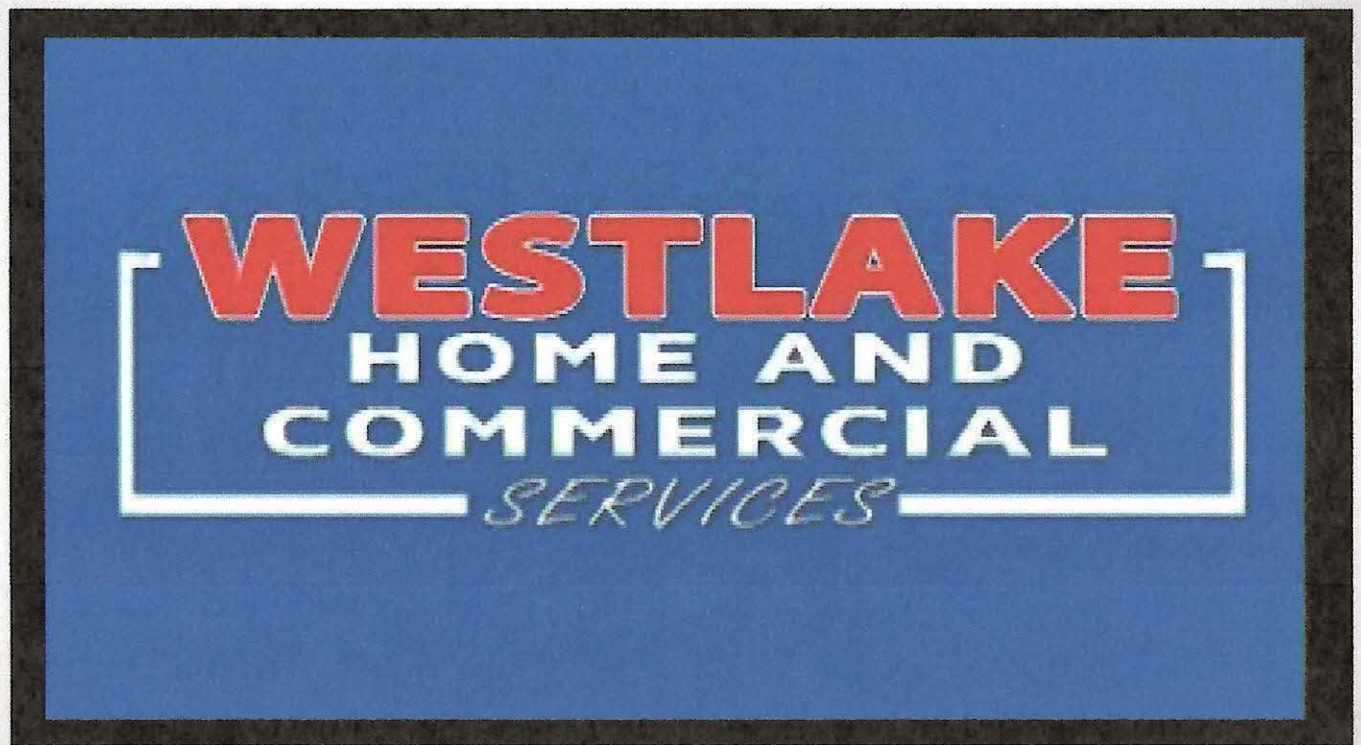
43. Can the City please share the distance between the facilities?

*Answer:* The distance from the terminal to the maintenance complex is 6.3 miles. That is the furthest driving distance they would have to complete.

44. Can the City please share a sample invoice?



EXHIBIT 1 -CLARIFICATION



# City of Austin ABIA

JT Hasty- President/Owner

Vince Friesenhahn- Executive Operations Officer

# Agenda

- Westlake Home and Commercial Services Overview
- Mission Statement
- Organization's General Overview
- Prior Experience
- Work Plan
- Process Mechanics

# Westlake Home and Commercial Services Overview

Westlake Home & Commercial Services was established in 2001 and have over 18 years' experience in all phases of power washing. From residential to commercial we will leave your exterior surfaces looking like new again. We specialize in window cleaning services. Leave the details to us for all types of windows, interior and exterior, residential to high-rise. We are certified and ready to leave your windows crystal clean.

We specialize in those hard to clean projects, such as graffiti removal, oil spill cleanup, and mold removal. Westlake Home & Commercial Services holds a high standard for conserving natural resources and minimizing environmental impacts such as water and air pollution. We strive to eliminate or reduce toxics that create hazards to citizens, wildlife, and the environment. We believe in staying green and offer reclamation of water for projects. Depending on the condition of the surface, we determine the best method per each project. Whether it be abrasive blasting, pressure washing with a clean water rinse or biodegradable soap, and or paint and marker removers, all our services are performed only using chemical products as approved through EPA, Green Seal, Eco Logo and in compliance with OSHA.

Our uniformed staff are trained in safety and environmental stewardship, offering our customers quality workmanship on every job. We hold a high standard for safety and offer all our crews continued safety and health training. We have certified repelling staff, ready for all size projects. Our staff is reliable, and trustworthy.

We are a local family owned company from Austin, Texas and understand the importance of keeping the ones we love safe and being good stewards of the earth. Every customer is important, and each job is handled with extreme care. We rely on our customers recommendations for continued growth and success.



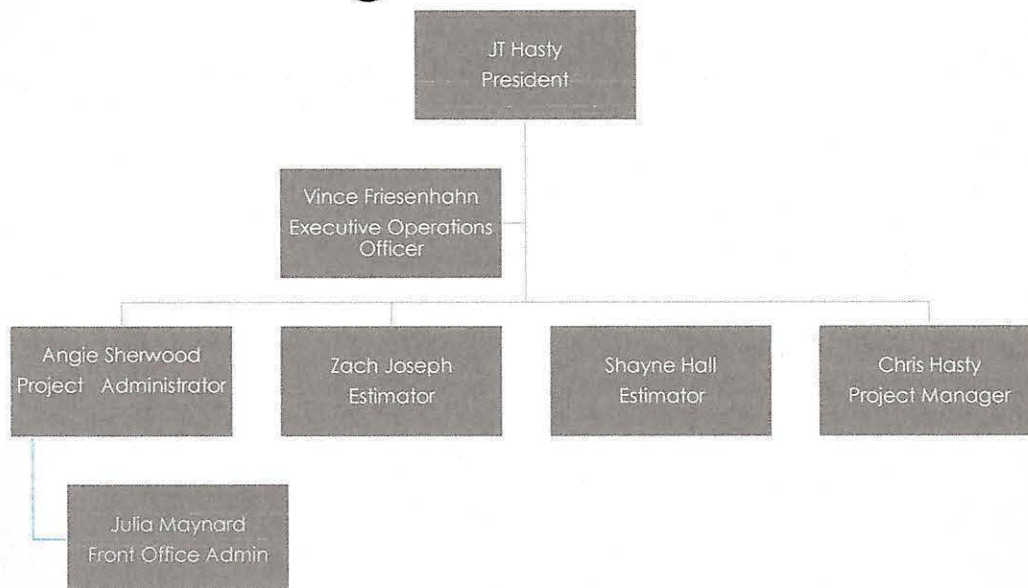
# **Westlake Home and Commercial Services**

## **“Mission Statement”**

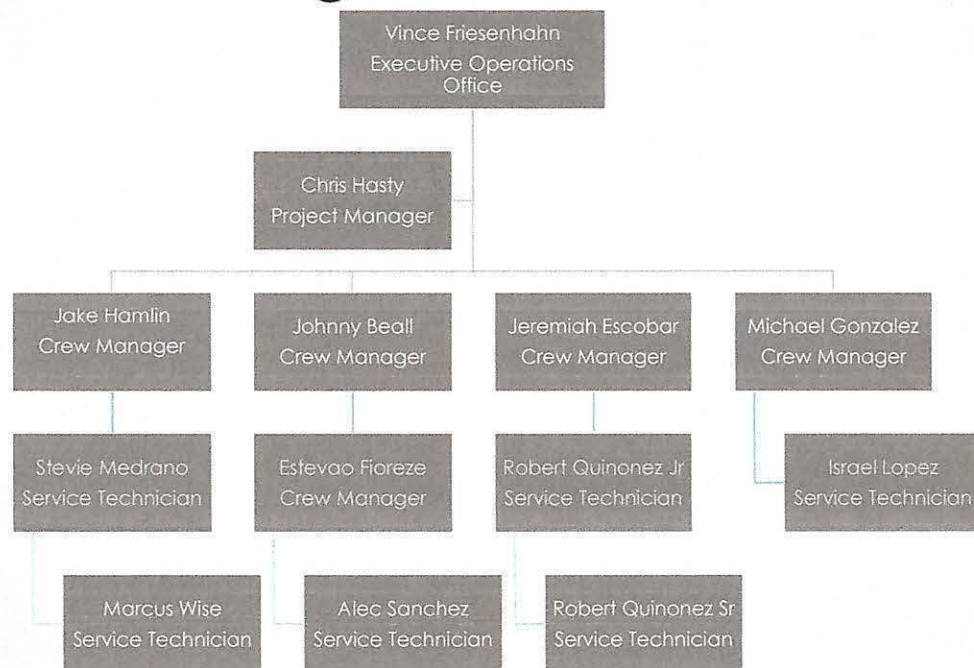
To Provide the highest level of quality service, the safest work environment at the most competitive cost, focusing on meeting and exceeding our customers expectations.



# Westlake Home and Commercial Services Organization's Overview



# Cont'd Organization Overview



# Project Overview

We will conduct the exterior portion of this project work first. We will start from the furthest east side of the Barbara Jordan Terminal and work towards the furthest west side of the Barbara Jordan Terminal. We will conduct the project work from top to bottom. This project work will take 2 weeks to conduct.

We will conduct the interior portion of this project work next. We will follow the same process as the exterior portion of this project. We will start from the furthest east side of the Barbara Jordan Terminal and work towards the furthest west side of the Barbara Jordan Terminal. We will conduct the project work from top to bottom. This project work will take 2 weeks to conduct.

Total time of Project- 30 days (weather permitting and approval of schedule)



# Project Overview

Chris Hasty, Project Manager, will conduct pre-walks and posts walk with onsite ABIA Facility Manager to review schedules and project work. Chris will review with Facility Manager safety protocols/practices and any findings prior to start of project. Chris will provide daily updates to Facility Manager, if there are any action plans that need to be implemented these will be reviewed with Facility Manager prior to start of project. Final walks will be conducted within 24 hours to review scope of work and execution. If there are any concerns we will address them within 24 hours and another final walk through to follow.

Chris will provide direction to the Westlake Home and Commercial Service team on best safety practices and schedule of project. Crew Manager's will conduct pre-walks and post walks once specific areas are completed before moving to next section. Crew Manager's will follow-up with Chris regarding any issues or concerns.

Chris will be the point of contact at all times regarding the duration of the project. Vince Friesenhahn will be the second point of contact if Chris is not available.

Progress Reports will be reported daily/weekly and provided to Facility Manager.

# Prior Work Experience

## Hobby Building:

- Start of project check in with security daily. All Service Team Members required government background check and badges were issued.
- Daily reporting to superintendent of regarding safety plan and scope of work to be conducted and completed that day.
- Providing resolution to superintendent regarding any identifiable and/or unforeseen concerns.
- Implementation of team meetings prior to start of project to discuss and line out Service Team. Topics discussed- Safety, PPE, scope of work to be completed.
- Project manager to follow-up with team and superintendent through out the day on progress schedule and any findings.



## Prior Work Experience Cont'd

- Completion of day is making sure that project site is clean and free of any debris.
- Checking out with security daily at completion of shift.
- Project Manager is providing daily progress reports to superintendent.
- Project Manager is available at all times during duration of project.
- Safety
- Communication
- Understanding the scope of work and deliverables
- Pre walks and post walks
- Scheduling
- Providing and implementing best practices
- Being Pro-active
- Customer Resolution

## Prior Work Experience Cont'd

- Over the past 18 years we have developed and implemented an operational system that lines out each project that we are conducting and/or servicing. Each project varies due to scope of work but Westlake Home and Commercial Services follows the same operational and safety approach. Chris takes a safety approach to identify any concerns prior to commencement of project and provides feedback to the leadership team. Chris will implement best practices and provide recommendations regarding scope of work. Chris attends pre-con meetings along with site visits with leadership team to understand service needs and execution of standards. Chris has daily follow-up and communication with leadership team throughout the duration of project. Chris is pro-active with the service team so that scope of work is executed with no down time. Chris makes sure that the service team understands that safety is first and provides direction to the team regarding plan of execution. Service team understands and knows the deliverables set forth that must be executed during duration of project. Chris and the team understand that meeting and exceeding customers expectations is the end result.

## Prior Work Experience Cont'd

- Westlake Home and Commercial Services has 18 years working on various projects with project managers, staff, superintendents, commissions and city councils within Central Texas.

### Prior Projects:

- Texas A&M University
- University of Texas Library
- Circuit of the Americas
- Driscoll Hotel
- Hobby State Building
- 70 Rainey
- AMLI
- Apple
- Google
- Medtronic
- The Independent



# Work Plan

Frontline Staffing Plan: Westlake Home and Commercial Services staffing is self performing.

Vince Friesenhahn- Operations

Chris Hasty- Project Manager (High Rise Certified/Osha 30)

Jake Hamlin- Crew Manager (High Rise Certified/Osha 10)

Jeremiah Escobar- Crew Manager (High Rise Certified/Osha 10)

Michael Gonzalez- Crew Manager (High Rise Certified/Osha 10)

Marcus Wise- Service Technician (High Rise Certified/Osha 10)

Robert Quinones Jr- Service Technician (High Rise Certified/ Osha 10)

## Work Plan Cont'd

### Routine Work Day:

- Arrive onsite and check in with management
- Project Manager will conduct pre-walk with Facility Manager if needed.
- Identify any safety concerns or identifiable concerns to address prior to start of project. Implement any actions prior to start of project as needed.
- Project Manager will conduct meeting with Service Team on site walk and will line out the Service Team regarding safety, PPE, specific areas or concerns that need to be discussed and/or addressed.
- Crew Managers will report any service issues or complaints to Project Manager immediately. This will immediately be communicated to Facility Manager with action plan on resolution.
- Team Lunch

# Work Plan

- Identify any safety concerns or identifiable concerns to address. Implement any actions prior to start of project if needed.
- Project Manager will conduct follow-up meeting with Service Team regarding safety, PPE, specific areas or concerns that need to be discussed and/or addressed.
- Crew Managers will report any service issues or complaints to Project Manager immediately. This will immediately be communicated to Facility Manager with action plan on resolution.
- Crew Managers will report to Project Manager once area has been completed so that a walk through can be conducted to identify any misses so that they can be corrected prior to final walk. Once areas are corrected if needed Project Manager will notify Facility Manager.
- Completion of Shift- all Service Team Members will remove all equipment, tools, etc. from area. Crew Manager's will conduct final sweep to inspect all areas are clean and free of debris. Project Manager will provide a final walk of site.
- Westlake Home and Commercial Service Team will check out with management.
- Project Manager will coordinate post walk with Facility Manager for final sign off.
- Project Manager will provide action plan if needed to Facility Manager so that identified areas are corrected.



# Process Mechanics

- Water Pole (is effective on regular maintained windows)
- Bosun Chair
- Hand Wash (brush)/Squeegee
- Ladder and Lifts (Boom Lift, Scissor Lift, Ariel Scaffold)
- Roof Roller
- Walkup

All methods can be effective and conducted if done properly by trained staffed. We have had no issues with any of these methods in past experience in conducting project work.



**CITY OF AUSTIN, TEXAS**  
**Purchasing Office**  
**REQUEST FOR PROPOSAL (RFP)**  
**OFFER SHEET**

**SOLICITATION NO:** RFP 8100 KDS3004

**DATE ISSUED:** 12/24/2018

**REQUISITION NO.:** 18120400149

**COMMODITY CODE:** 91039; 91081; 48500

**COMMODITY/SERVICE DESCRIPTION:** Janitorial Services for ABIA

**PRE-PROPOSAL CONFERENCE TIME AND DATE:**

1/8/2019 -

**LOCATION:** Planning & Engineering Building Building,  
2716 Spirit of Texas Dr., Room 174, Austin TX 78701

**CALL IN INFORMATION:** 512-974-9300, **CODE:** 968108

**FOR CONTRACTUAL AND TECHNICAL  
ISSUES CONTACT THE FOLLOWING  
AUTHORIZED CONTACT PERSON:**

Kim Larsen, CPPB

Procurement Specialist II

**Phone:** (512) 974-2261

**E-Mail:** [kim.larsen@austintexas.gov](mailto:kim.larsen@austintexas.gov)

**PROPOSAL DUE PRIOR TO:** 1/17/2019, 2:00 PM

**PROPOSAL OPENING TIME AND DATE:** 1/17/2019, 3:00 PM

**LOCATION:** MUNICIPAL BUILDING, 124 W 8<sup>th</sup> STREET  
RM 308, AUSTIN, TEXAS 78701

**Secondary Contact:**

Cyrenthia Ellis

Procurement Manager

**Phone:** (512) 974-1709

**E-Mail:** [cyrenthia.ellis@austintexas.gov](mailto:cyrenthia.ellis@austintexas.gov)

**LIVE SOLICITATION OPENING ONLINE:** For RFP's, only the  
names of respondents will be read aloud

For information on how to attend the Solicitation Closing online,  
please select this link:

<http://www.austintexas.gov/departments/bid-opening-webinars>

**When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired,  
as shown below:**

Address for US Mail (Only)	Address for FedEx, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # RFP 8100 KDS3004	Purchasing Office-Response Enclosed for Solicitation # RFP 8100 KDS3004
P.O. Box 1088	124 W 8 <sup>th</sup> Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

**NOTE:** Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

**SUBMIT 1 ORIGINAL AND 1 ELECTRONIC COPY (USB FLASH DRIVE) OF YOUR RESPONSE**

**\*\*\*SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT\*\*\***

Solicitation No. RFP 8100 KDS3004

Page | 1



**This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.**

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200 V2	STANDARD SOLICITATION INSTRUCTIONS, UPDATED JUNE 26, 2018	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	8
0500	SCOPE OF WORK	17
0510	EXCEPTIONS FORM – Complete and return, if applicable	1
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	3
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0800	NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION – Complete and return	2
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810 V2	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION, UPDATED JUNE 26, 2018	*
0815	LIVING WAGES CONTRACTOR CERTIFICATION–Complete and return	1
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0840	SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE – Complete and return	1
0900	SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM – Complete & return	1
0905	SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN – Complete and return, if applicable	3

**\* Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of the \* Sections are available on the Internet at the following online address:**

[http://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm#STANDARDBIDDOCUMENTS](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS)

**If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8<sup>th</sup> Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.**



The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: Westlake Home and Commercial Services

Company Address: 8810 Cullen Lane

City, State, Zip: Austin, Texas, 78748

Vendor Registration No. V00000911795

Printed Name of Officer or Authorized Representative: James T Hasty

Title: Owner

Signature of Officer or Authorized Representative: 

Date: January 15, 2019

Email Address: jt@westlakehcs.com

Phone Number: 512-280-1649

**\* Proposal response must be submitted with this signed Offer sheet to be considered for award**

**CITY OF AUSTIN  
PURCHASING OFFICE  
STANDARD PURCHASE DEFINITIONS**

Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

1. **Addendum** - a written instrument issued by the Contract Awarding Authority that modifies or clarifies the Solicitation prior to the Due Date. "Addenda" is the plural form of the word.
2. **Alternate Offers** - multiple Offers with substantive variations from the same Offeror in response to a Solicitation.
3. **Appropriate, Appropriated, or Appropriation** - the adoption by the City Council of a budget for a fiscal year that includes payments to be made under the Contract during the respective fiscal year.
4. **Authorized City Representative** - a person designated by the City Manager to act for the Contract Awarding Authority.
5. **Best Offer** - the best evaluated Offer in response to a Request for Proposals or Request for Qualification Statements.
6. **Best Offeror** - the Offeror submitting the Best Offer.
7. **Bid** - a complete, properly signed response to an Invitation for Bid, which if accepted, would bind the Bidder to perform the resultant Contract.
8. **Bidder** - a person, firm, or entity that submits a Bid in response to an Invitation for Bid. Any Bidder may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status.
9. **Bid Guaranty** – a form of security assuring that the bidder (a) will not withdraw the Bid within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Bidder upon execution of a Contract.
10. **Bid Sheet** - a document, signed and dated by a Bidder, containing unit and extended bid prices for all goods and/or services, identified by item numbers and descriptions, for which Bids are being submitted
11. **Business Entity** – any entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation.
12. **Central Purchase Order (CT)** - a financial system document issued by the Contract Awarding Authority to encumber funds to pay for the deliverables identified in a Contract.
13. **City** - the City of Austin, a Texas home-rule municipal corporation.
14. **Compliance Plan** - is defined in chapter 2-9 of the City Code.
15. **Construction** - the construction, repair, rehabilitation, alteration, conversion or extension of buildings, parks, utilities, streets or other improvements or alterations to real property.
16. **Contract** - a binding legal agreement between the City and the Offeror. The Contract includes, without limitation, the Solicitation, the Offer submitted in response to the Solicitation, the Contract award, the Standard Purchase Terms and Conditions, Supplemental Terms and Conditions if any, Specifications, and any addenda and amendments thereto. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

**CITY OF AUSTIN  
PURCHASING OFFICE  
STANDARD PURCHASE DEFINITIONS**

- A. any exceptions to the Offer accepted in writing by the City
  - B. the Supplemental Purchase Terms and Conditions
  - C. the Standard Purchase Terms and Conditions
  - D. the Offer, exhibits, and attachments; within the Offer, drawings (figured dimensions shall govern over scaled dimensions) will take precedence over specifications or scope of work.
17. **Contract Awarding Authority** - a City department authorized to enter into Contracts on behalf of the City.
18. **Contractor/Consultant** - a person, firm or entity that supplies or provides goods and/or services to the City by Contract.
19. **Controlling Interest** means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stocks or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.
20. **Deliverables** - the goods, products, materials, and/or services to be provided to the City under a Purchase Order, Contract, or Master Agreement.
21. **Delivery Order** - a release against a Master Agreement authorizing delivery of goods and/or performance of services. A financial system document issued by the Department to encumber funds to pay for the deliverables.
22. **Disadvantaged Business Enterprise** - is defined in 49 Code of Federal Regulation Part 26 or other applicable federal regulations.
23. **Due Date** - the date and time specified for receipt of Bids, Proposals, Qualification Statements, Quotations, Responses, Submittals and Compliance Plans.
24. **Goods** - supplies, materials, or equipment.
25. **Highest Responsible Offer** - the highest Offer meeting all requirements of the specifications, terms, and conditions of the Invitation for Bid-Sale or Request for Quotation-Sale.
26. **Highest Responsible Offeror** - the Offeror submitting the "Highest Responsible Offer."
27. **Interested Party** – a person who has a Controlling Interest in a Business Entity with whom the City contracts or who actively participates in facilitating the Contract or negotiating the terms of the Contract, including a broker, intermediary, adviser, or attorney for the Business Entity.
28. **Invitation for Bid (IFB)** - a Solicitation requesting pricing for a specified Good or Service which has been advertised for Bid in a newspaper and/or on the Internet.
29. **Late Offer** - a Bid, Proposal, Quote, Response, or Submittal that is received after the Due Date and time specified in the Solicitation.
30. **Lowest Responsible Offer** - the Offer meeting all requirements of the specifications, terms, and conditions of the Invitation for Bid or Request for Quotation resulting in the lowest cost to the City in a total cost concept or based solely on price, taking into consideration the financial and practical ability of



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the Vendor to perform the Contract, past performance of the Vendor, and compliance with all City ordinances concerning the purchasing process.

31. **Lowest Responsible Offeror** - the Offeror submitting the Lowest Responsible Offer.
32. **Master Agreement** - a term contract that is used when the total quantity required cannot be definitely fixed, but can be stated as an estimate or within maximum and minimum limits with deliveries on demand. A Master Agreement does not create a financial obligation.
33. **Minority-Owned Business** - is defined in chapter 2-9 of the City Code.
34. **Non-Professional Services** - services performed that are not of a professional nature such as lawn care, security, janitorial, etc.
35. **Offer** - a complete signed response to a Solicitation including, but not limited to, an Invitation for Bid, a Request for Proposal, a Request for Qualification Statements, or a Request for Quotation.
36. **Offeror** - a person, firm, or entity that submits an Offer in response to a City Solicitation. Any Offeror may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status. Includes Bidders, Proposers, Quoters, Contractors and Consultants.
37. **Pre-Bid / Proposal / Quote / Response / Submittal Conference** - a conference conducted by the Contract Awarding Authority, held in order to allow Offerors and Vendors to ask questions about the proposed Contract and particularly the Contract specifications.
38. **Professional Services** - services that use skills that are predominantly mental or intellectual, rather than physical or manual such as accounting, architecture, land surveying, law, medicine, optometry, professional engineering, etc.
39. **Proposal** - a complete, properly signed response to a Request for Proposals, which if accepted, would bind the Proposer to perform the resultant Contract.
40. **Proposal Guaranty** - a form of security assuring that the Proposer (a) will not withdraw the Proposal within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Proposer upon execution of a Contract.
41. **Proposer** - a person, firm or entity that submits a Proposal in response to a Request for Proposals. Any Proposer may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status.
42. **Purchase Order (PO)** - an order placed by a City department for the purchase of Goods and/or Services written on the City's standard Purchase Order form and which, when accepted by the Vendor becomes a Contract. The Purchase Order is the Vendor's authority to deliver and invoice the City for Goods and/or Services specified, and the City's commitment to accept the Goods and/or Services for an agreed upon price.
43. **Purchasing Office** - refers to the Purchasing Office in the Financial and Administrative Services Department of the City.
44. **Quote** - a complete, properly signed response to a Request for Quotation, which if accepted, would bind the Offeror to perform the resultant Contract.

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- 45. **Quoter** - a person, firm or entity that submits a Quote in response to a Request for Quotations. Any Quoter may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status.
- 46. **Request for Information (RFI)** - a solicitation used to obtain "state of the art" information on goods and/or services for informational purposes only.
- 47. **Request for Interest (RFINT)** - a solicitation used to identify interest in a City requirement.
- 48. **Request for Proposal (RFP)** - a solicitation used to acquire goods and/or services when a clearly defined scope of work or specification is not available.
- 49. **Request for Qualification Statements (RFQS)** - a solicitation used to acquire professional services as defined by the State of Texas Government Code, Chapter 2254.
- 50. **Request for Quotation (RFQ)** - a solicitation used to acquire goods and/or services with a total dollar value less than the State of Texas competitive bidding amount.
- 51. **Resident Bidder** - a person, firm, or entity whose principal place of business is in the State of Texas, including a Contractor whose ultimate parent company or majority owner has its principal place of business in the State of Texas.
- 52. **Response** - a complete signed reply to a Solicitation including, but not limited to a Request for Information and/or a Request for Interest.
- 53. **Response Guaranty** – a form of security assuring that the Offeror (a) will not withdraw the Offer within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Offeror upon execution of a Contract.
- 54. **Responsible** - refers to the financial and practical ability of the Offeror to perform the Contract and takes into consideration resources, expertise, and past performance of the Offeror as well as compliance with all City ordinances concerning the purchasing process.
- 55. **Responsive** - meeting all the requirements of a Solicitation.
- 56. **Services** - include all work or labor performed for the City on an independent Contractor basis other than construction.
- 57. **Solicitation** - as applicable, includes Invitation for Bid, Invitation for Bid - Sale, Request for Proposal, Request for Qualification Statements, Request for Quotation, Request for Quotation – Sale, Request for Information, Request for Interest, or such other request as defined by the City.
- 58. **Subcontractor/Subconsultant** - a person, firm, or entity providing goods and/or services to a prime Contractor / Consultant to be used in the performance of the prime Contractor/Consultant's obligations under a Contract.
- 59. **Sub-Subcontractor/Sub-Subconsultant**- a person, firm or entity providing goods and/or services to a Subcontractor/Subconsultant to be used in the performance of the Subcontractor/Subconsultant's obligations under a Contract.

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- 60. **Unbalanced Offer** - an Offer that is based on prices which are significantly less than cost for some items and significantly more than cost for others.
- 61. **Vendor** - a person, firm, or entity that sells Goods and/or Services.
- 62. **Woman-Owned Business** - is defined in chapter 2-9 of the City Code.



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1. **VENDOR REGISTRATION:** All Vendors, Contractors, Subcontractors, Consultants, and Subconsultants desiring to sell to the City must be registered to do business with the City prior to submitting an Offer to a City solicitation. Prime Contractors/Consultants are responsible for ensuring that their Subcontractors/Subconsultants are registered. Registration can be done through the City's online vendor registration system. [Log onto http://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm) and follow the directions.
2. **EQUAL OPPORTUNITY:**
  - A. **Equal Employment Opportunity:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.
  - B. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.
3. **MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE (MBE/WBE) PROCUREMENT PROGRAM:**

All City procurements are subject to the City's Minority-Owned and Women-Owned Business Enterprise Procurement Program found at Chapters 2-9A, 2-9B, 2-9C, and 2-9D of the City Code. The Program provides Minority-Owned and Women-Owned Business Enterprises (MBEs/WBEs) full opportunity to participate in all City contracts. Goals for MBE/WBE participation are stated in each Solicitation and differ from contract to contract based on the type of contract, the availability of MBEs/WBEs to perform the functions of the contract, and other factors. Information on achieving the goals or documenting good faith efforts to achieve the goals are contained in the MBE/WBE Program Package contained in Section 0900 of the Solicitation. When goals are established, Offerors are required to complete and return the MBE/WBE Compliance Plan with their Offer. If no goals are established, Offerors are required to submit the No Goals Utilization Plan. If a Compliance Plan or No Goals Utilization Plan is not submitted prior to the date and time set forth in the Solicitation, the Offer will not be accepted for consideration.
4. **SOLICITATION:**
  - A. **Review of Documents:** Offerors are expected to examine all documents that make up the Solicitation. Offerors shall promptly notify the City of any omission, ambiguity, inconsistency or error that they may discover upon examination of the Solicitation. Offerors must use a complete Solicitation to prepare Offers. The City assumes no responsibility for any errors or misrepresentations that result from the use of incomplete Solicitations.
  - B. **Location of Documents:** Solicitations are issued by the Purchasing Office. The location and phone number for the Purchasing Office are specified in the advertisement and in the Solicitation.
5. **WRITTEN EXPLANATIONS OR CLARIFICATIONS:** Any material information given to one Offeror concerning a Solicitation will be furnished as an Addendum to all Offerors who have been issued a Solicitation. Any explanation, clarification, interpretation or change to the Solicitation made in any other manner is not binding upon the City, and Offerors shall not rely upon such explanation, clarification, interpretation or change. Oral explanations or instructions given before the award of the Contract are not binding. Requests for explanations, clarifications or interpretations may be faxed to the City at (512) 974-2388. The fax must clearly identify the buyer's name and solicitation number.

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6. **PRE-BID / PROPOSAL / RESPONSE CONFERENCE:** If a Pre-Bid/Proposal/Response conference is mandatory, the time, place and mandatory nature of the conference will be specified on the cover page of the Solicitation. If a Pre-Bid/Proposal/Response Conference is mandatory and is not attended by an Offeror, their Offer will be rejected.
7. **PREPARATION OF OFFERS:**
- A. **Alternate Offers:** Alternate Offers will be rejected unless the Solicitation authorizes the submission of Alternates.
  - B. **Bid Preparation Costs:** All costs associated with preparing a Bid in response to a Solicitation shall be borne by the Bidder.
  - C. **Bid / Proposal / Response Guaranty or Bond:** When required by the Solicitation, an Offer must be accompanied by a Bid/Proposal/Response Guaranty or a Bid / Proposal / Response Bond with Power of Attorney attached, issued by a solvent surety authorized under laws of the State of Texas and acceptable to the City.
  - D. **Brand Name or Equal:** If the Solicitation indicates brand name or "equal" products are acceptable, the Offeror may propose an "equal" product but must be prepared to demonstrate those features that render it equal. Final determination of a product as an "equal" remains with the City.
  - E. **Delivery Time:** Delivery time, if stated as a number of days, will be based on calendar days. Time is of the essence in any City purchase. If the indicated date cannot be met or the date is not indicated, the Offeror shall state its best delivery time.
  - F. **Exceptions:** Exceptions that are taken to any portion of the Solicitation may jeopardize acceptance of the Offer.
  - G. **Free on Board (FOB) Point:** The Offeror should quote its lowest and best price, with the goods delivered to the place specified, at the Offeror's expense and risk, and there tender delivery to the City.
  - H. **Payment:** Payment terms shall be net 30 days.
  - I. **Prices:** Offers shall be firm unless otherwise specified. Pricing shall be entered on the Bid/Quote Sheet (if applicable) in ink. Totals shall be entered in the "Total Price" column of the Bid/Quote Sheet. In the event of a discrepancy between unit price and extended price, the unit price shall govern.
  - J. **Proposal Preparation Costs:** All costs directly or indirectly related to preparation of a Response to an RFP or any oral presentation required to supplement and/or clarify a Proposal which may be required by the City shall be the sole responsibility of the Proposer.
  - K. **Proprietary Information:**
    - i. All material submitted to the City becomes public property and is subject to the Texas Public Information Act, Chapter 552, Texas Government Code, upon receipt.
    - ii. If an Offeror does not desire proprietary information in the Offer to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General.
    - iii. Failure to identify proprietary information will result in all unmarked sections being deemed nonproprietary and available upon public request.
    - iv. For Bids submitted in response to an Invitation for Bids (IFB), the City will not consider any requests to keep the contents of a Bid Sheet Proprietary or Confidential.

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- L. **Signature:** The Offeror must sign each document in the Solicitation requiring a signature. Any change made to the Offer must be initialed by the Offeror.
- M. **Taxes:** Purchases of Goods or Services for City use are usually exempt from City, State, and most Federal Taxes. Offers should not include exempted taxes. The successful Offeror should request a Tax Exemption Certificate from the Purchasing Office. Under no circumstances shall the City be liable to pay exempt taxes under any Contract.
- N. **Anti-Lobbying and Procurement:** Article 6, Chapter 2-7, City Code, repealed and replaced effective on June 25, 2018, prohibits lobbying activities or representations by Offerors during the No-Lobbying Period.

**1. FINDINGS; PURPOSE.**

- (A) The council finds that persons who enter a competitive process for a city contract voluntarily agree to abide by the terms of the competitive process, including the provisions of this article.
- (B) The council finds that it is in the City's interest:
- (i) to provide the most fair, equitable, and competitive process possible for selection among potential vendors in order to acquire the best and most competitive goods and services; and
  - (ii) to further compliance with State law procurement requirements.
- (C) The council intends that:
- (i) each response is considered on the same basis as all others; and
  - (ii) respondents have equal access to information regarding a solicitation, and the same opportunity to present information regarding the solicitation for consideration by the City.

**2. APPLICABILITY.**

- (A) This article applies to all solicitations except:
- (i) City social service funding;
  - (ii) City cultural arts funding;
  - (iii) federal, state or City block grant funding;
  - (iv) the sale or rental of real property;
  - (v) interlocal contracts or agreements; and
  - (vi) solicitations specifically exempted from this article by council.
- (B) Absent an affirmative determination by the council, the purchasing officer has the discretion to apply this article to any other competitive process.
- (C) City Code Section 1-1-99 (*Offenses; General Penalty*) does not apply to this article.

**3. DEFINITIONS.**

In this article:

- (A) AGENT means a person authorized by a respondent to act for or in place of the respondent in order to communicate on behalf of that respondent. Each of the following is presumed to be an agent:
- (i) a current full-time or part-time employee, owner, director, officer, member, or manager of a respondent;
  - (ii) a person related within the first degree of consanguinity or affinity to a current full-time or part-time employee, owner, director, officer, member, or manager of a respondent;
  - (iii) a person related within the first degree of consanguinity or affinity to the respondent, if a respondent is an individual person; and
  - (iv) a lobbyist, attorney, or other legal representative of the respondent that has been retained by the respondent with respect to the subject matter of either the solicitation or the respondent's response to the solicitation.

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- (B) AUTHORIZED CONTACT PERSON means a City employee designated in a City solicitation as the point of contact for all purposes for that solicitation.
- (C) CITY EMPLOYEE is defined in Section 2-7-2 (*Definitions*), and further includes an independent contractor hired by the City with respect to the solicitation.
- (D) CITY OFFICIAL is defined in Section 2-7-2 (*Definitions*).
- (E) NO-LOBBYING PERIOD means the period of time beginning at the date and time a solicitation is published and continuing through the earliest of the following:
  - (i) the date the last contract resulting from the solicitation is signed;
  - (ii) 60 days following council authorization of the last contract resulting from the solicitation; or
  - (iii) cancellation of the solicitation by the City
- (F) PURCHASING OFFICER means the City employee authorized to carry out the purchasing and procurement functions and authority of the City.
- (G) RESPONSE means a written offer or submission in reply to a solicitation.
- (H) RESPONDENT means a person or entity that has timely submitted or subsequently timely submits a response to a City solicitation, even if that person subsequently withdraws its response or has been disqualified by the City for any reason. Respondent includes:
  - (i) a subsidiary or parent of a respondent;
  - (ii) a joint enterprise, joint venture, or partnership with an interest in a response and in which a respondent is a member or is otherwise involved, including any partner in such joint enterprise, joint venture, or partnership; and
  - (iii) a subcontractor to a respondent in connection with that respondent's response.
- (I) SOLICITATION means an opportunity to compete to conduct business with the City that requires council approval under City Charter Article VII Section 15 (*Purchase Procedure*), and includes, without limitation:
  - (i) an invitation for bids;
  - (ii) a request for proposals;
  - (iii) a request for qualifications;
  - (iv) a notice of funding availability; and
  - (v) any other competitive solicitation process for which the purchasing officer, in the purchasing officer's sole discretion, affirmatively determines this article should apply in accordance with Section 2-B.

**4. RESTRICTION ON LOBBYING.**

Subject to the exclusions in Section 5 (*Permitted Communications*), during a no-lobbying period,

- (A) a respondent or an agent shall not communicate directly with a City official or a City employee, or both in order to:
  - (i) provide substantive information about any respondent or response with respect to the solicitation to which the communication relates;
  - (ii) encourage the City to reject one or more of the responses to the solicitation to which the communication relates;
  - (iii) convey a complaint about the solicitation to which the communication relates; or
  - (iv) ask any City official or City employee to favor or oppose, recommend or not recommend, vote for or against, consider or not consider, or take action or refrain from taking action on any vote, decision, or agenda item regarding the solicitation to which the communication relates.
- (B) a City official shall not contact or communicate with a respondent regarding a response or the solicitation to which the no-lobbying period applies;
- (C) a City employee, other than the authorized contact person, shall not contact or communicate with a respondent regarding a response or the solicitation to which the no-lobbying period applies.



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**5. PERMITTED COMMUNICATIONS.**

The following communications are permitted under this article at any time:

- (A) any communication between a respondent or agent and any authorized contact person, including, without limitation and in accordance with regulation, any complaint concerning the solicitation;
- (B) any communication between a respondent or agent and any person to the extent the communication relates solely to an existing contract between a respondent and the City, even when the scope, products, or services of the current contract are the same or similar to those contained in an active solicitation;
- (C) any communication between a respondent or an agent and a City employee to the extent the communication relates solely to a non-substantive, procedural matter related to a response or solicitation;
- (D) any communication required by or made during the course of a formal protest hearing related to a solicitation;
- (E) any communication between a respondent or an agent and the City's Small & Minority Business Resources Department, that solely relates to compliance with Chapters 2-9A through 2-9D (*Minority-Owned and Women-Owned Business Enterprise Procurement Program*) of the City Code;
- (F) any communication between an attorney representing a respondent and an attorney authorized to represent the City, to the extent the communication is permitted by the Texas Disciplinary Rules of Professional Conduct;
- (G) any communication made by a respondent or an agent to the applicable governing body during the course of a meeting properly noticed and held under Texas Government Code Chapter 551 (*Open Meetings Act*);
- (H) any communication between a respondent or an agent and a City employee whose official responsibility encompasses the setting of minimum insurance requirements for the solicitation to which the communication relates, to the extent the communication relates solely to the insurance requirements established by the City in the solicitation; and
- (I) any contribution or expenditure as defined in Chapter 2-2 (*Campaign Finance*).

**6. MODIFICATION OF RESTRICTION.**

The purchasing officer may waive, modify, or reduce the requirements in Section 4 (*Restrictions on Lobbying*) in order to allow respondents to communicate with a City employee or a City official other than the authorized contact person when the purchasing officer determines, in writing, that the solicitation must be conducted in an expedited manner, including but not limited to a solicitation conducted for reasons of health or safety under the shortest schedule possible with no extensions. Any such modification authorized by the purchasing officer shall be stated in the solicitation.

**7. NOTICE.**

- (A) Each solicitation shall include a notice advising respondents and prospective respondents:
  - (i) of the requirements of this article;
  - (ii) that any communication initiated by a City employee or City official, other than the authorized contact person, during the no-lobbying period regarding a response or the solicitation may result in a violation of Section 4(A) if the respondent subsequently lobbies that City employee or City official.
- (B) The purchasing officer, or a City employee designated by the purchasing officer, shall provide weekly written notice, accessible to all City employees and City officials, of each solicitation for which the no-lobbying period is in effect.

**8. DISCLOSURE OF VIOLATION.**

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A City official or a City employee other than the authorized contact person that becomes aware of a violation of Section 4 (*Restrictions on Lobbying*) shall notify the authorized contact person in writing as soon as practicable.

**9. ENFORCEMENT.**

- (A) A respondent that has been disqualified pursuant to Section 10(A) (*Disqualification; Contract Voidable*) may appeal such disqualification to a subcommittee that is less than a quorum of the Ethics Review Commission established in Chapter 2-7, Article 2 (*Ethics Review Commission*), whose decision on appeal shall be final and binding. Any appeal must be filed in the manner prescribed by the Ethics Review Commission within 5 calendar days of the notice given by the purchasing officer pursuant to Section 10(B).
- (B) The purchasing officer shall waive a violation of Section 4(A) if the violation was solely the result of communications initiated by a City official or a City employee other than the authorized contact person.
- (C) The purchasing officer has the authority to enforce this article through rules promulgated in accordance with Chapter 1-2 (*Adoption of Rules*), which at a minimum shall include a notice and protest process for respondents disqualified pursuant to Section 10 (*Disqualification; Contract Voidable*), including:
  - (1) written notice of the disqualification imposed pursuant to Section 10 (*Disqualification; Contract Voidable*);
  - (2) written notice of the right to protest the disqualification imposed; and
  - (3) written notice of the right to request an impartial hearing process.

**10. DISQUALIFICATION; CONTRACT VOIDABLE.**

- (A) If the purchasing officer finds that a respondent has violated Section 2-7-104(1), the respondent is disqualified from participating in the solicitation to which the violation related.
- (B) The purchasing officer shall promptly provide written notice of disqualification to a disqualified respondent.
- (C) If a respondent is disqualified from participating in a solicitation as a result of violating Section 2-7-104(1) and the solicitation is cancelled for any reason, that respondent is also disqualified from submitting a response to any reissue of the same or similar solicitation for the same or similar project. For the purposes of this section, the purchasing officer may determine whether any particular solicitation constitutes a "same or similar solicitation for the same or similar project".
- (D) If a respondent violates Section 104(1) and is awarded a contract resulting from the solicitation to which the violation relates, the City may void that contract.
- (E) Respondents that violate Section 2-7-104(1) three or more times during a five year period may be subject to debarment from participating in any new contracts with the City for a period of up to three years.

**8. SUBMISSION OF OFFERS:** Offerors are required to submit an executed original and copies of the Offer as specified on the Offer Sheet of the Solicitation.

- A. **Documents required with Offer:** Submit the following documents with the Offer, as applicable, prior to the Due Date (**SEE SECTIONS 0400, 0500 and 0600 IN THE SOLICITATION FOR ADDITIONAL REQUIRED INFORMATION**). Failure to submit the documents may be grounds to reject the Offer:
  - i. Cover Page, Offer Sheet signed by an authorized representative; ii.
  - Section 0600, Bid/Quote Sheet or Offer, as applicable; iii.
  - Section 0605, Local Business Presence Identification, if applicable;
  - iv. Section 0700, Reference Sheet, as applicable ;
  - v. Sections 0835 – Non-Resident Bidder Provisions;

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- vi. 0815, Living Wage and Benefits Contractor Certification, if applicable;
- vii. Section 0900, MBE/WBE Procurement Program Package;
- viii. Bid/Proposal Guaranty, if applicable; and ix.. any other document included in the Solicitation requiring completion or execution by the Offeror.

All other pages in the Solicitation should be retained by the Offeror.

- B. **Mailing:** Offers and Compliance Plans (when required by the Solicitation), must be returned in a sealed envelope or container marked on the outside with the:

**Offeror's Name & Address  
Solicitation Number  
Due Date and Time**

- i. If a MBE/WBE Compliance Plan is required, it may be submitted with the sealed Offer or in a separate sealed envelope. If the Compliance Plan is included with the Offer, the outside of the envelope must indicate that the Compliance Plan is included. If the Compliance Plan is submitted in a separate envelope, the outside of the envelope must identify the contents as the "Compliance Plan" and must also include the Offeror's name & address, the Solicitation number, and the Due Date and Time. If a Compliance Plan is required but is not submitted prior to the time set forth in the Solicitation, the Offer will not be accepted for consideration.
- ii. When sending an Offer and/or Compliance Plan, use the proper address as shown below:

<b>Address for US Mail (Only)</b>	<b>Address for Fedex, UPS, Hand Delivery or Courier Service</b>
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation #	Purchasing Office-Response Enclosed for Solicitation #
P.O. Box 1088	124 W 8 <sup>th</sup> Street, Rm 310
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

Note: Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

- iii. Unless authorized in the Solicitation, email, facsimile, or electronic Offers will not be accepted.
- C. **Addendum:** Receipt of an Addendum should be acknowledged by signing and returning the Addendum with the Offer or under separate cover prior to the Due Date. The Addendum should be returned with the Offeror's name, address, the Solicitation number, and the Due Date and Time. If the elements covered in the addendum directly impact cost and the addendum is not returned before the Due Date and Time, the offer will be disqualified.
- D. **Acceptance of Offers:** Offers must be received and time stamped at the receptionist's desk in the Purchasing Office prior to the Due Date and Time. The time stamp clock on the receptionist's desk in the Purchasing Office is the official time of record and is verified daily with the local time service at (512) 476-7744. It is the sole responsibility of the Offeror to ensure timely delivery of the Offer. The City will not be responsible for failure of service on the part of the U.S. Postal Office, courier companies, or any other form of delivery service chosen by the Offeror.

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- E. **Late Offers:** All Offers received after the Due Date and Time are considered late and will be returned to the Offeror. It is the responsibility of the Offeror to ensure that their Offer arrives at the proper location by the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. Late Offers will be rejected unless the Purchasing Office, at its sole discretion, determines that the City's misdirection or mishandling was the sole or main cause for the Offer's late receipt at the designated location.
- F. **Rejection of Offers:** The City reserves the right to reject any or all Offers and to waive any minor informality in any Offer or solicitation procedure (a minor informality is one that does not affect the competitiveness of the Offer).

9. **MODIFICATION OR WITHDRAWAL OF OFFERS:**

- A. **Modification of Offers:** Offers may be modified in writing at any time prior to the Due Date.
- B. **Withdrawal of Offers:** Offers may be withdrawn in writing, by email, or by facsimile (provided that the facsimile is signed by the Offeror) at any time prior to the Due Date. An Offeror may also withdraw an Offer in person, provided the withdrawal is made prior to the Due Date. A receipt of withdrawal must be signed by the Offeror. Withdrawn Offers may be resubmitted, with or without modifications, up to the Due Date.

10. **OPENING OF BIDS:** The Purchasing Office representative responsible for opening Bids shall confirm the time and announce the Bid opening. The representative shall then personally and publicly open all Bids timely received, reading each Bid aloud. Following the Bid opening, the City will post on the City's website the Bid Sheets from all timely received Bids.

11. **OPENING OF PROPOSALS / QUALIFICATIONS STATEMENTS AND RELEASE OF INFORMATION:** Proposals / Qualifications Statements will be opened in a manner that avoids disclosure of the contents. Following the Opening of Proposals / Qualification Statements, the City will post on the City's website the names of all Offerors submitting Proposals / Qualification Statements. At its sole discretion, the City may release to the public information that is contained in an opened Proposals / Qualifications Statement after City staff review, except as prescribed by State law, including Texas Government Code Chapter 552 and Local Government Code Chapter 252, provided that the City determines that the disclosure will not create a competitive disadvantage for the City.

12. **EVALUATION FACTORS AND AWARD FOR QUOTES AND BIDS:**

- A. **Evaluation:** Offerors may furnish pricing for all or any portion of the Solicitation (unless otherwise specified). However, the City may evaluate and award the Contract for any item or group of items shown on the Solicitation, or any combination deemed most advantageous to the City. Offers that specify an "all or none" award may be considered if a single award is advantageous. An Offer containing prices significantly lower than all other Offeror's prices for an item will present a rebuttable presumption of irresponsibility.
- B. **Award:** Request for Quotations and Invitations for Bids will be awarded to the Lowest Responsible Offeror. Invitation for Bids – Best Value will be awarded to the offeror who provides goods or services at the best value for the City based on factors outlined in Section 0600. Request for Quotations – Sale and Invitation for Bids – Sale will be awarded to the Highest Responsible Offeror.
- C. **Local Business Presence:** A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important



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functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

- (1) For Invitations for Bids if the City receives a competitive sealed bid from an offeror who has Local Business Presences and whose bid is within three percent of the lowest bid price received from an offeror who does not have Local Business Presence, the City may enter into a contract with the local vendor.
- (2) For Request for Proposals and Invitation For Bids-Best Value: Points will be awarded through a combination of the Offeror's Local Business Presence and/or the Local Business Presence of their subcontractors per the below evaluation criteria. Evaluation of the Team's Percentage of Local Business Presence will be based on the dollar amount of goods and/or services as reflected in the Offeror's MBE/WBE Compliance Plan or MBE/WBE Utilization Plan. For Local Business Presence to be considered a completed Section 0605 must be returned with the Offer.

**LOCAL BUSINESS PRESENCE (Maximum 10 points)**

Team's Local Business Presence	Points Awarded
Local business presence of 90% to 100%	10
Local business presence of 75% to 89%	8
Local business presence of 50% to 74%	6
Local business presence of 25% to 49%	4
Local presence of between 1 and 24%	2
No local presence	0

- D. **Acceptance of Quote/Bid:** Acceptance of a Quote/Bid for an open market purchase or supply or service Master Agreement will be by a Purchase Order or a Contract as appropriate. Subsequent Delivery Orders may be issued as appropriate. The contents of a Quote/Bid shall become a part of the Purchase Order/Contract. Under no circumstances will the City be responsible for Goods or Services provided without an acceptance signed by or authorized by an Authorized City Representative.

**13. EVALUATION FACTORS AND AWARD FOR PROPOSALS AND RESPONSES:**

**Competitive Selection:** This procurement will comply with applicable City of Austin Policy. The successful Proposer will be selected by the City on a rational basis. Evaluation factors outlined in Section 0600 of the Solicitation shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the successful Proposer. Award of a contract may be made without discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.

**14. RESERVATIONS:** The City expressly reserves the right to:

- A. specify approximate quantities in the Solicitation;
- B. extend the Solicitation closing date and time;
- C. waive as an informality, minor deviations from specifications provided they do not affect competition or result in functionally unacceptable Goods or Services;
- D. waive any minor informality in any Offer or Solicitation procedure (a minor informality is one that does not affect the competitiveness of the Offeror);
- E. add additional terms or modify existing terms in the Solicitation;
- F. reject an Offer containing exceptions, additions, qualifications or conditions not called for in the solicitation;
- G. reject an Offer received from an Offeror who is currently debarred or suspended by the City or State;

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- H. reject an Offer received from an Offeror who is currently debarred or suspended by the Federal Government (Applicable if project receives Federal funding);
- I. reject an Offer that contains fraudulent information;
- J. reject an Offer that has material omissions;
- K. reject or cancel any or all Offers;
- L. reissue a Solicitation;
- M. procure any item by other means;
- N. consider and accept alternate Offers, if specified in the Solicitation, when most advantageous to the City; and/or
- O. reject an Offer because of unbalanced unit prices;

15. **NEGOTIATIONS OF PROPOSALS:** The City reserves the right to negotiate all elements which comprise the Offeror's Proposal to ensure that the best possible consideration be afforded to all concerned.
16. **CONTRACT INCORPORATION:** Offeror should be aware that the contents of the successful Offer will become a part of the subsequent contractual documents. Failure of the successful Offeror to accept this obligation may result in the cancellation of any award. Any damages accruing to the City as a result of the successful Offeror's failure to contract may be recovered from the successful Offeror.
17. **OPPORTUNITY TO PROTEST:** The Purchasing Officer has the authority to settle or resolve any claim of an alleged deficiency or protest. The procedures for notifying the City of Austin of an alleged deficiency or filing a protest are listed below. If you fail to comply with any of these requirements, the Purchasing Officer may dismiss your complaint or protest.
- A. **Prior to Offer Due Date:** If you are a prospective Offeror and you become aware of the facts regarding what you believe is a deficiency in the solicitation process before the Due Date for receipt of Offers, you must notify the City in writing of the alleged deficiency before that date, giving the City an opportunity to resolve the situation prior to the Offer Due Date.
- B. **After Offer Due Date:** If you submit an Offer to the City and you believe that there has been a deficiency in the solicitation process or the award, you have the opportunity to protest the solicitation process or the recommended award as follows:
- i. You must file written notice of your intent to protest within four (4) calendar days of the date that you know or should have known of the facts relating to the protest. If you do not file a written notice of intent within this time, you have waived all rights to protest the solicitation process or the award.
  - ii. You must file your written protest within fourteen (14) calendar days of the date that you know or should have known of the facts relating to the protest unless you know of the facts before the Offer has been closed. If you know of the facts before those dates, you must notify the City as stated above.
  - iii. You must submit your protest in writing and must include the following information:
    - (1) your name, address, telephone, and fax number;
    - (2) the solicitation number and the CIP number, if applicable;
    - (3) a detailed statement of the factual grounds for the protest, including copies of any relevant documents.
  - iv. Your protest must be concise and presented logically and factually to help with the City's review.
  - v. When the City receives a timely written protest, the Purchasing Officer will determine whether the grounds for your protest are sufficient. If the Purchasing Officer decides that the grounds are sufficient, the Purchasing Office will schedule a protest hearing, usually within five (5) working days. If the Purchasing Officer determines that your grounds are insufficient, the City will notify you of that decision in writing.
  - vi. The protest hearing is informal and is not subject to the Open Meetings Act. The purpose of the hearing is to give you a chance to present your case, it is not an adversarial proceeding. Those who may attend from the City are: representatives from the department that requested the

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purchase, the Department of Law, the Purchasing Office, and other appropriate City staff. You may bring a representative or anyone else that will present information to support the factual grounds for your protest with you to the hearing.

- vii. A decision will usually be made within fifteen (15) calendar days after the hearing.
- viii. The City will send you a copy of the hearing decision after the appropriate City staff has reviewed the decision.
- ix. When a protest is filed, the City usually will not make an award until a decision on the protest is made. However, the City will not delay an award if the City Manager or the Purchasing Officer determines that:
  - (1) the City urgently requires the supplies or services to be purchased, or
  - (2) failure to make an award promptly will unduly delay delivery or performance.In those instances, the City will notify you and make every effort to resolve your protest before the award.

**18. INTERESTED PARTIES DISCLOSURE**

As a condition to entering the Contract, the Business Entity constituting the Offeror must provide the following disclosure of Interested Parties to the City prior to the award of a contract with the City on Form 1295 "Certificate of Interested Parties" as prescribed by the Texas Ethics Commission for any contract award requiring council authorization. The Certificate of Interested Parties Form must be completed on the Texas Ethics Commission website, printed, and signed by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury. The City will submit the "Certificate of Interested Parties" to the Texas Ethics Commission within 30 days of receipt from the successful Offeror. The Offeror is reminded that the provisions of Local Government Code 176, regarding conflicts of interest between the bidders and local officials remains in place. Link to Texas Ethics Commission Form 1295 process and procedures below:

<https://www.ethics.state.tx.us/File/>

**19. POST OFFER DOCUMENTS REQUIRED FROM SUCCESSFUL OFFEROR:**

- A. **Letters of Intent:** When a MBE/WBE Compliance Plan is required, the successful Offeror must submit to the Purchasing Officer the Letters of Intent to subcontract required by the Compliance Plan within three (3) business days after notification. Failure to submit the required letters will be grounds for rejection of the Offer.
- B. **Certificates of Insurance:** When insurance is required, the Offeror must provide proof of coverage prior to execution of a Contract. The Offeror shall provide Certificates of Insurance in the amounts and for the coverages required to the Purchasing Office within 14 calendar days after written request from the City (See also "Insurance" in Section 0400, Supplement Purchase Provisions, of the Solicitation).
- C. **Bonds:** When Bonds are required, the Offeror must provide the bonds prior to the execution of the Contract. The Offeror shall provide the Bonds, in the amounts and on the conditions required, within 14 calendar days after notification of award, or as otherwise required by the Solicitation.
- D. **Chapter 176 Conflict of Interest Disclosure:** In accordance with Chapter 176 of the Texas Local Government Code, Offeror must file a Conflict of Interest Questionnaire with the Office of the City Clerk no later than 5:00 P.M. on the seventh (7<sup>th</sup>) business day after the commencement of contract discussions or negotiations with the City or the submission of an Offer, or other writing related to a potential Contract with the City. The questionnaire is available on line at the following website for the City Clerk:

<http://www.austintexas.gov/departments/conflict-interest-questionnaire>

There are statutory penalties for failure to comply with Chapter 176.

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By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.
3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.
5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.
6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".
7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.
8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City



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harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

**10. WORKFORCE**

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .
  - i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
  - ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

- 11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS:** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

**12. INVOICES:**

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

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**13. PAYMENT:**

- A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.
- B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
  - i. delivery of defective or non-conforming Deliverables by the Contractor;
  - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
  - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
  - iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
  - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
  - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
  - vii. failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
- G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

- 14. TRAVEL EXPENSES:** All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

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No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

**15. FINAL PAYMENT AND CLOSE-OUT:**

- A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:
  - i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
  - ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

**16. SPECIAL TOOLS & TEST EQUIPMENT:** If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

**17. AUDITS and RECORDS:**

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. Records Retention:
  - i. Contractor is subject to City Code chapter 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contractor's internal administration.
  - ii. All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City
  - iii. The Contractor shall retain all Records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.
- C. The Contractor shall include sections A and B above in all subcontractor agreements entered into in connection with this Contract.

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18. **Financial Disclosures and Assurances:** The City may request and review financial information as the City requires to determine the credit worthiness of the Contractor, including but not limited to, annual reports, audited financial statements and reports, bank letters of credit or other credit instruments. Failure of the Contractor to comply with this requirement shall be grounds for terminating the Contract.
19. **SUBCONTRACTORS:**
- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
  - B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
    - i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
    - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
    - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
    - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
    - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
  - C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
  - D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.
20. **WARRANTY-PRICE:**
- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
  - B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.



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- C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
20. **WARRANTY – TITLE:** The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.
21. **WARRANTY – DELIVERABLES:** The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.
- A. Recycled Deliverables shall be clearly identified as such.
- B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
- C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
- D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
- E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
22. **WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
- B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of

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discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.

- C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.
23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.
24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally

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available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

30. **DELAYS:**

A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 48. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. **INDEMNITY:**

A. Definitions:

i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:

- (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
- (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),

ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

32. **INSURANCE:** (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised March 2013).

A. **General Requirements.**

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- i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
- ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.
- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.
- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.



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B. Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions

33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2<sup>nd</sup> Street, 4<sup>th</sup> Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.
34. **NOTICES:** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.
35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL:** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS:** The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.
37. **CONFIDENTIALITY:** In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to

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protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

38. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.
39. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
40. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
41. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
43. **INDEPENDENT CONTRACTOR**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
44. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
45. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
46. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

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47. **INTERPRETATION:** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.
48. **DISPUTE RESOLUTION:**
- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.
49. **JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.
50. **INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.
51. **HOLIDAYS:** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January

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President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

52. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

53. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

54. **EQUAL OPPORTUNITY**

- A. **Equal Employment Opportunity:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.
- B. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

55. **BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)**

- A. Definitions. As used in this paragraph –
- i. "Component" means an article, material, or supply incorporated directly into an end product.
  - ii. "Cost of components" means -



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- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

iii. "Domestic end product" means-

- (1) An unmanufactured end product mined or produced in the United States; or
- (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.

v. "Foreign end product" means an end product other than a domestic end product.

vi. "United States" means the 50 States, the District of Columbia, and outlying areas.

- B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
- D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

56. **PROHIBITION OF BOYCOTT ISRAEL VERIFICATION**

Pursuant to Texas Government Code §2270.002, the City is prohibited from contracting with any "company" for goods or services unless the following verification is included in this **Contract**.

- A. For the purposes of this Section only, the terms "company" and "boycott Israel" have the meaning assigned by Texas Government Code §2270.001.
- B. If the **Principal Artist** qualifies as a "company", then the **Principal Artist** verifies that he:
  - i. does not "boycott Israel"; and
  - ii. will not "boycott Israel" during the term of this **Contract**.
- C. The **Principal Artist's** obligations under this Section, if any exist, will automatically cease or be reduced to the extent that the requirements of Texas Government Code Chapter 2270 are subsequently repealed, reduced, or declared unenforceable or invalid in whole or in part by any court or tribunal of competent jurisdiction or by the Texas Attorney General, without any further impact on the validity or continuity of this Contract.

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The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office no later than six (6) business days before the solicitation close date. Submissions shall be made via email to [kim.larsen@austintexas.gov](mailto:kim.larsen@austintexas.gov).

2. **ALTERNATE OFFERS:** (reference paragraph 7A in Section 0200)

Alternate Offers will be considered. Alternate Offers should be clearly marked as "ALTERNATE" and submitted in separate, sealed envelopes.

3. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office  
P. O. Box 1088  
Austin, Texas 78767

OR

[PURInsuranceCompliance@austintexas.gov](mailto:PURInsuranceCompliance@austintexas.gov)

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
  - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
    - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage

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- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
    - (1) The policy shall contain the following provisions:
      - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
      - (b) Contractor/Subcontracted Work.
      - (c) Products/Completed Operations Liability for the duration of the warranty period.
      - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
    - (2) The policy shall also include these endorsements in favor of the City of Austin:
      - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
      - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
      - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
  - iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
    - (1) The policy shall include these endorsements in favor of the City of Austin:
      - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
      - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
      - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
- C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
4. **TERM OF CONTRACT:**
- A. The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of twenty-four (24) months. The Contract may be extended automatically beyond the initial term for up to three (3) additional twelve (12)-month periods at the City's sole option unless the Contractor is notified in writing no less than thirty (30) days prior to the contract's expiration. If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.
  - B. Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under this Contract. Any hold over period will not exceed 120 calendar days unless mutually agreed on by both parties in writing.
  - C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
  - D. Prices are firm and fixed for the first twelve (12) months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

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5. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.
6. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)
- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor. Electronic invoices are acceptable via e-mail if approved by each City Department.
- B. Invoices shall contain a unique invoice number, the purchase order or delivery order number and the master agreement number. Invoices received without all required information cannot be processed and will be returned to the vendor. Electronic invoices are preferred via e-mail to [abia.invoices@austintexas.gov](mailto:abia.invoices@austintexas.gov).
- C. Invoices shall be submitted separately for each Package in this solicitation.
- D. Invoices shall be itemized.
- E. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Package clearly identified. Invoices shall include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.

Invoices shall be emailed to the below address listed:

	City of Austin
Department	Department of Aviation
Attn:	Accounts Payable
Address	3600 Presidential Blvd. Suite 411
City, State Zip Code	Austin, TX 78719
Email	<a href="mailto:Abia.invoices@austintexas.gov">Abia.invoices@austintexas.gov</a>

- F. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- G. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.
7. **RECYCLED PRODUCTS:**
- A. The City prefers that Offerors offer products that contain recycled materials. When a recycled product is offered by the Offeror, the Offeror must state the percentage of the product that is recycled and must include a list of the recycled materials that are contained in the product.



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- B. The recycled content of paper products offered to the City shall be in accordance with the Federal Environmental Protection Agency's Recycled Product Procurement Guidelines. These guidelines are available at <http://www.epa.gov/cpg/>.

**8. PUBLISHED PRICE LISTS:**

- A. Offerors may quote using published price lists in the following ways:
- i. Offerors may quote one discount from a Published Price List for all offered items to be covered in the Contract. The discount must remain firm during the life of the Contract.
  - ii. Offerors may quote their dealer cost, plus a percentage markup to be added to the cost. The percentage markup must remain firm during the life of the contract.
- B. Two (2) copies of the list upon which the discounts or markups are based shall be submitted with the Offer. All price lists identified in the Offer shall clearly include the Offeror's name and address, the solicitation number, prices, title of the discount and number, and the latest effective date of the price list. If the Offer is based on a discount or markup on a manufacturer's price list, the price list must also include the manufacturer's name, the manufacturer's latest effective date, and the manufacturer's price schedule. All price lists submitted become part of the Offer.
- C. The price list may be superseded or replaced during the Contract term only if price revisions are the result of the manufacturer's official price list revision. Written notification from the Contractor of price changes, along with two (2) copies of the revised list must be submitted to the Buyer in the Purchasing Office with the effective date of change to be at least 30 calendar days after written notification. The City reserves the right to refuse any list revision.
- D. The discounts or markups on equipment rental, material, supplies, parts, and contract services shall be fixed throughout the term of the Contract, and are not subject to increase.
- E. Failure to submit written notification of price list revisions will result in the rejection of new prices being invoiced. The City will only pay invoices according to the last approved price list.

**9. LIVING WAGES:**

**The City's Living Wage Program, Rule R161-17.14, is located at:**

<http://www.austintexas.gov/edims/document.cfm?id=277854>

- A. The minimum wage required for all Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract is \$15.00 per hour, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.
- B. The City requires Contractors submitting Offers on this Contract to provide a certification (**see the Living Wages Contractor Certification included in the Solicitation**) with their Offer certifying that all Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$15.00 per hour. The certification shall include a list of all Contractor Employees (and all tiers of Subcontracting) directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
- C. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).

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- D. The Contractor shall provide to the Department's assigned Contract Manager with the first invoice, individual Employee Certifications for all Contractor Employees (and all tiers of Subcontracting) directly assigned to the contract. The City reserves the right to request individual Employee Certifications at any time during the contract term. Employee Certifications shall be signed by each Contractor Employee (and all tiers of Subcontracting) directly assigned to the contract. The Employee Certification form is available on-line at [https://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm](https://www.austintexas.gov/financeonline/vendor_connection/index.cfm).
- E. Contractor shall submit employee certifications for Contractor Employees (and all tiers of Subcontracting) annually on the anniversary date of contract award with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract. The Employee Certification Forms shall be submitted for Contractor Employees (and all tiers of Subcontracting) added to the contract and/or to report any employee changes as they occur.
- F. The Department's assigned Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records required in paragraph C above to verify compliance with this provision.
10. **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:**
- A. On June 14, 2018, the Austin City Council adopted Ordinance No. 20180614-056 replacing Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly had communication restricted in the ordinance section 2-7-104 during the No-Lobbying Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: [https://assets.austintexas.gov/purchase/downloads/New\\_ALO\\_Ordinance\\_No\\_20180614-056.pdf](https://assets.austintexas.gov/purchase/downloads/New_ALO_Ordinance_No_20180614-056.pdf) and is also included in the Solicitation, [Section 0200 V2, Solicitation Instructions June 26, 2018](#).
11. **WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):**
- A. **Airport Security:** Access to the premises must be strictly controlled. Officers, employees, or agents of the Contractor shall never enter a restricted or operational area of the airport without the express permission of ABIA or any governmental bodies having jurisdiction. Contractor assumes full liability from any such unauthorized incursions.
- B. **Security Badges:** Contractor and employees assigned to work on this contract shall be required to obtain a security badge which must be worn at all times while within security restricted areas of ABIA premises. Security badge access will be limited to the minimum amount of access portals necessary. All Contractor employees, subcontractors or agents must comply with all airport and related Federal security restrictions. Violations may result in the Contractor receiving a TSA fine and/or the dismissal of the employee from the ABIA premises. Contractor shall reimburse ABIA for any fines or penalties assessed against ABIA that are attributed to the Contractor's non-compliance.
- C. **Background Investigation:** An application for each security badge can be obtained from the Airport Security and I.D. Section. A minimum ten (10) year background investigation and fingerprinting will be conducted on all applications for security badges. The City of Austin, Department of Aviation shall incur the costs of fingerprint check and administrative fee for Contractor personnel that require access to the airport site.
- D. **Badge Fees:** The City of Austin, Department of Aviation shall incur the cost of the airport security badge, for each Contractor employee, subcontractor or agent assigned to work on this contract and requires access to the airport site. Contractor is responsible for replacement costs and any other

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fees associated with lost security items. Any lost, stolen, or misplaced security badges will be replaced at an additional cost to the Contractor as follows: 1st replacement - \$65; 2nd replacement - \$90; 3rd replacement - \$115; etc. Upon expiration of this contract, the Contractor shall return all security badges to the Airport Security and I.D. Section. Loss or failure to return a non-expired security access badge or other security item will result in a fee of \$500.00 per badge to be deducted from contract payment after the contract has expired/closed.

- E. Each employee, subcontractor or agent who receives an airport security badge will be required to attend and successfully complete an Airport Safety and Security Training and Familiarization class, approximately one (1) hour in length, at no cost to the Contractor.
- F. The Contractor shall comply with all other security requirements imposed by the City. The City will provide the Contractor with written notice of any revision to the security requirements. Contractor shall ensure that all employees and subcontractors are kept fully informed of all security requirements and shall update employees, subcontractors and agent as those requirements are revised.

12. **ECONOMIC PRICE ADJUSTMENT:**

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first twelve (12) months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed ten (10) percent (10%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
  - i. The following definitions apply:
    - (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
    - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
    - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
    - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
    - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
  - ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
    - (1) Utilize final Compilation data instead of Preliminary data

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(2) If the referenced index is no longer available shift up to the next higher category index.

iii. **Index Identification:** Complete table as they may apply.

Weight % or \$ of Base Price: 100%	
Database Name: Bureau of Labor Statistics Producer Price Index Industry Data	
Series ID: PCU56172-56172	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: N/A	
Description of Series ID: Janitorial Services	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: Categories 1 & 2	

Weight % or \$ of Base Price: 100%	
Database Name: Bureau of Labor Statistics State and Area Employment, Hours, and Earnings	
Series ID: SMU48124208000000001	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: Austin – Round Rock, TX	
Description of Series ID: Other Services	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: Categories 3	

E. **Calculation:** Price adjustment will be calculated as follows:

**Single Index:** Adjust the Base Price by the same factor calculated for the index change.

Index at time of calculation
Divided by index on solicitation close date
Equals Change Factor
Multiplied by the Base Rate
Equals the Adjusted Price

F. If the requested adjustment is not supported by the referenced index, the City, at its sole discretion, may consider approving an adjustment on fully documented market increases.

13. **INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).

A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.

B. The City does not accept any responsibility or liability for the purchases by other governmental agencies



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through an interlocal cooperative agreement.

16. **CONTRACT MANAGER**: The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Karen Devane – Facilities Division Manager

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512-530-6338

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[Karen.devane@abia.org](mailto:Karen.devane@abia.org)

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\*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

**CITY OF AUSTIN PURCHASING OFFICE**  
**SECTION 0500: SCOPE OF WORK**  
**Request for Proposal Number: RFP 8100 KDS3004**  
**Janitorial Services for ABIA**

**1. PURPOSE**

The City of Austin (City) seeks to establish a contract(s) to provide janitorial and window washing services for Austin Bergstrom International Airport, hereinafter referred to as (ABIA).

**2. BACKGROUND**

All janitorial services are currently provided by City staff. This contract will augment City staff by providing janitorial services in non-public areas.

**3. PROJECT OVERVIEW**

3.1 The Scope of Work has been divided into three (3) categories, each with specified work shifts. All shifts must be offered to be awarded a category. Offerors may submit a proposal for one category, a combination of categories, or all categories, however, each category will be evaluated separately and the City will not consider "all or none" offers. A successful Offeror may be awarded the entire contract or selected categories.

3.2 The contract(s) will be utilized by the City at the locations listed in in each of the following categories:

3.2.1 **Category 1** – consists of providing services for thirteen (13) **ABIA Outbuildings**. Please see the specifications in Exhibit 1.

3.2.2 **Category 2** – consists of providing services for three (3) locations in the **ABIA Barbara Jordan Terminal Area**.

Location 1: Airline Tenant Lease Space.  
Location 2: Transportation Security Administration (TSA) locations.  
Location 3: Tenant Lease Space  
Please see the specifications in Exhibit 2.

3.2.3 **Category 3 – Window Washing** at the **ABIA Barbara Jordan Terminal and Adjacent Parking Garage Elevators**. Please see the specifications in Exhibit 3.

3.3 The City may require janitorial services supplemented or augmented at additional ABIA locations throughout the life of the contract. Additional locations will be added if needed.

3.4 Services for all categories will be provided at ABIA. See Exhibit 5 - Airport Map.

3.5 Offerors are encouraged to attend a pre-proposal meeting. By submission of a proposal, Offeror acknowledges that they understand the nature of the work, the location and essential characteristics of the facilities, the quality and quantity of materials, equipment, supplies, and labor necessary to perform the work, special personnel requirements, and any other condition or state of fact which could in any way affect performance of the work.

3.6 The total annual expenditures for all categories combined is anticipated to be approximately \$1.1M.

**4. QUALIFICATIONS**

4.1 Contractor shall be able to demonstrate previous experience providing services similar in scope and size to the services described herein.

4.2 Contractor's employees assigned to this Contract shall be able to read and speak English fluently.

4.3 Contractor shall be able to demonstrate that they have been in business for the past three (3) years.

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**SECTION 0500: SCOPE OF WORK**  
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- 4.4 The Contractor shall maintain an adequate number of staff assigned to this Contract to satisfactorily perform services.

**5. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):**

**Please note ABIA has specific security requirements:**

- 5.1. **Airport Security:** Access to the premises must be strictly controlled. Officers, employees, or agents of the Contractor shall never enter a restricted or operational area of the airport without the express permission of ABIA or any governmental bodies having jurisdiction. Contractor assumes full liability from any such unauthorized incursions.
- 5.2. **Security Badges:** Contractor and employees assigned to work on this contract shall be required to obtain a security badge which must be worn at all times while within security restricted areas of ABIA premises. Security badge access will be limited to the minimum amount of access portals necessary. All Contractor employees, subcontractors or agents must comply with all airport and related Federal security restrictions. Violations may result in the Contractor receiving a TSA fine and/or the dismissal of the employee from the ABIA premises. Contractor shall reimburse ABIA for any fines or penalties assessed against ABIA that are attributed to the Contractor's non-compliance.
- 5.3. **Background Investigation:** An application for each security badge can be obtained from the Airport Security and I.D. Section. A minimum ten (10) year background investigation and fingerprinting will be conducted on all applications for security badges. The City of Austin, Department of Aviation will pay for the required fingerprint check and administrative fee for Contractor personnel that require access to the airport site.
- 5.4. **Badge Fees:** The City of Austin, Department of Aviation, shall pay for the first airport security badge for each Contractor employee, subcontractor or agent assigned to work on this contract and requires access to the airport site. Contractor is responsible for replacement costs and any other fees associated with lost security items. Any lost, stolen, or misplaced security badges will be replaced at an additional cost to the Contractor as follows: 1st replacement - \$65; 2nd replacement - \$90; 3rd replacement - \$115; etc. Upon expiration of this contract, the Contractor shall return all security badges to the Airport Security and I.D. Section. Loss or failure to return a non-expired security access badge or other security item will result in a fee of \$500.00 per badge to be deducted from contract payment after the contract has expired/closed.
- 5.5. Each employee, subcontractor or agent who receives an airport security badge will be required to attend and successfully complete an Airport Safety and Security Training and Familiarization class, approximately one (1) hour in length, at no cost to the Contractor.
- 5.6. The Contractor shall comply with all other security requirements imposed by the City. The City will provide the Contractor with written notice of any revision to the security requirements. Contractor shall ensure that all employees and subcontractors are kept fully informed of all security requirements and shall update employees, subcontractors and agent as those requirements are revised.

**6. DEFINITIONS**

- 6.1. **APPEARANCE OF A WAXED FLOOR:** A non-carpeted floor finish maintained in a manner and a finish by methods which render the surface free from dirt and which provide a uniform, glossy appearance.
- 6.2. **AS-NEEDED SERVICES:** Non-emergency, as-needed services shall be scheduled at least one calendar week in advance, by mutual agreement between the City and the contractor and may require

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work on nights, weekends, or holidays.

- 6.3. **BUFFING:** Restoring sheen to a waxed or resin-finished composition floor by using a polishing machine equipped with a polishing brush or pad.
- 6.4. **CLEANED AND FINISHED WAXED FLOORS:** Properly cleaned and finished wax floors are without dirt, dust, marks, film, streaks, debris, prints and standing water.
- 6.5. **CLEANED AND SHAMPOOED CARPETED FLOOR:** Properly cleaned and shampooed carpeted floors are free of all dirt, staples, paper clips, rubber bands, dust, grit and lint etc. All spots or stains are promptly removed with an approved rug cleaning solution in a manner, which does not produce shrinking nor leave rings or discoloration.
- 6.6. **CLEANED GLASS:** A glass surface without streaks, film, deposits and stains, and with a uniformly bright appearance. Adjacent surfaces are wiped clean.
- 6.7. **CLEANED PLUMBING FIXTURES AND DISPENSERS:** Plumbing fixtures and dispensers are cleaned when free of all deposits, dust streaks, film, odor and stain.
- 6.8. **CLEANED WASTEBASKETS AND ASH URNS:** Wastebaskets includes landfill, recycling, and composting containers. Wastebaskets will be considered cleaned when they are emptied, wiped with a chemically treated or damp cloth, and lined with new plastic bags, which are inserted in the wastebaskets. Ash trays and urns will be considered properly cleaned when they are emptied and wiped with a chemically treated or damp cloth.
- 6.9. **CONTRACT MANAGER:** City employee that will manage the contract and is the primary contact for all contractual issues.
- 6.10. **DAMP MOP:** Removing soil and stains caused by liquid spillage or drippings by using a mop dampened with clear water and detergent.
- 6.11. **DAMP WIPE:** Removing stains, fingerprints, dust and soil by using a dampened sponge or cloth.
- 6.12. **DRY WIPE:** Removing moisture and streaks by using a clean, dry cloth.
- 6.13. **DUST-MOPPING/SWEEPING:** Removing dry litter and dust from a floor surface by using a chemically treated cloth or mop.
- 6.14. **DUSTING:** Removing dust from a surface by using a chemically treated cloth. A dusted surface if free of dirt, dust, streaks, lint and cobwebs.
- 6.15. **EMPLOYEE (of Contractor):** Also referred to as Contractor's staff. Any person assigned by the Contractor to perform services under this contract (a direct employee of the Contractor, a Subcontractor or employee of a Subcontractor, or an Independent Contractor).
- 6.16. **EMERGENCY SERVICES:** Defined as services provided by the contractor during an emergency or major disaster within four (4) hours of request by the City to provide janitorial services at ABIA as a priority ahead of all other customer's.
- 6.17. **GREEN CLEANING POLICY:** has been developed by ABIA that establishes minimum standards for interior facility maintenance with the following overarching goals: reduce occupant and employee exposure to hazardous chemicals and biological hazards; reducing chemical usage; reducing waste generation; protecting building finishes and embracing sustainable business practices.
- 6.18. **EMPTYING:** Removing contents for ashtrays into a metal container and contents of wastebaskets,

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restroom disposal units and similar containers to a predetermined waste disposal area.

- 6.19. **SHIFT:** Designated period in which services shall occur.
- 6.20. **STOCKING:** Re-supplying dispenser-type units with supplies such as restroom paper towels, toilet tissue, soap, sanitary wax bags, feminine hygiene products, trash bags, and toilet seat covers, etc.
- 6.21. **MACHINE SCRUBBING:** Stripping of all of the old finish and applying new finish.
- 6.22. **INSPECTION (first-time):** A walk through of a new location to be added to the contract.
- 6.23. **INSPECTION (weekly):** A walk-through of service areas and review of performance of required tasks such as spot sweeping, mopping floors, cleaning tables and ashtrays, filling dispensers, emptying trash and spot cleaning chairs and sofas.
- 6.24. **RECONDITIONING:** Removing all scuffs, black marks, discolored finish and dirt from a floor, leaving a glossy appearance.
- 6.25. **RECYCLE, COMPOST RECEPTACLES:** Receptacle that collects landfill trash, recyclables or composting materials. The airport typically combines waste and recyclable containers at each collection point. Composting containers are strategically placed throughout a facility.
- 6.26. **SANITIZING:** Cleaning with a disinfecting chemical agent.
- 6.27. **SCRUBBING:** Removing all soil from floors by using a scrubbing machine and a soap or detergent solution.
- 6.28. **SEALING:** Preparing a scrubbed and rinsed floor for a finish by applying a first coat of wax or sealer.
- 6.29. **SHAMPOOING:** An action equivalent to washing except that the use of water on items easily damaged by water is sufficiently reduced so as to prevent spotting, staining or discoloration by water residue. Examples of materials easily damaged by water include fabric chairs and carpeting.
- 6.30. **SPOT CLEAN/SPOT WASH:** Removing stains, spots, smudges and fingerprints in order to give a general uniform appearance by using a cleaning agent followed with a clear water rinse and a dry wipe.
- 6.31. **SPRAY-BUFF:** Removing scuffs and black marks from a resilient tile surface by using a pad that is dampened with a detergent solution and adequate finish.
- 6.32. **STRIPPING:** Removing all seal or finish from a floor to prepare it for re-sealing or waxing. Stripping is performed with a machine, using wax stripper and a detergent solution.
- 6.33. **SUBSTANTIATED COMPLAINT:** A discrepancy that will be documented by the Contract Manager and reviewed by both parties.
- 6.34. **SWEEPING:** Sweeping or dust mopping a floor to free and remove or loosen dirt, grit, lint and debris. Sweeping is not expected to remove embedded dirt and grit.
- 6.35. **VACUUMING:** Removing all dry litter and dust from a surface by using a vacuum cleaning machine.
- 6.36. **WASHING:** For surfaces, washing means removing stains, fingerprints, dirt and dust by applying a cleaning agent to the overall surface followed by a clear water rinse and dry wipe. For waste and trash containers, washing means removing encrustation, grease and sod by using a soap or detergent solution followed by clean water rinse. Washing waste and trash containers may require



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applying water flow with adequate force or pressure.

- 6.37. **WAXING:** Sealing and/or finishing a cleaned floor in a manner which reduces the use of wax or sealant on items easily damaged by wax or sealant residue in order to prevent spotting, staining, or discoloration. Examples of materials easily damaged by wax or sealant residue include fabric chairs and carpeting.
- 6.38. **WET MOPPING:** Removing all soluble soil from floors with a scrubbing machine and soap or detergent solution.
- 6.39. **WORKING SUPERVISOR:** A working supervisor is required to be onsite for each work shift. The supervisor shall supervise staff and direct the work. Supervisor duties include: hiring employees, scheduling preventative maintenance, inspections, discipline, addressing problems/complaints, inventory, ordering supplies, completing timesheets, providing training, implementing policies and procedures, completing forms/logs, enforcing safety rules, ordering supplies, making purchases and monitoring budget.

## **7. SCOPE OF WORK**

Any services that have been omitted from this scope of work which are clearly necessary or in conformance with normal janitorial services shall be considered a requirement although not directly specified or called for in the scope of work.

Contractor shall perform service in a timely and efficient manner and provide equipment, materials, supplies and workers to the work sites in compliance with City schedule and procedures. Contractor employees shall follow City policies regarding bad weather days.

### **7.1. General Requirements for All Service Categories**

#### **7.1.1. Telephone Service**

- 7.1.1.1. Contractor shall maintain a local telephone service throughout the term of the contract.
- 7.1.1.2. Contractor shall ensure calls from the City are answered by a person during normal business hours. Normal business hours are considered to be 7:00am to 5:00pm.
- 7.1.1.3. Contractor may use a recording/answering device or an answering service outside of normal business hours only.
- 7.1.1.4. When the Contractor has employee's onsite after hours, Contractor shall respond to messages from the City within one (1) hour.

#### **7.1.2. Email**

- 7.1.2.1. Contractor shall maintain an email address throughout the term of the contract.
- 7.1.2.2. Contractor shall respond to email messages from the City within 24 hours.

#### **7.1.3. Tools and Equipment**

- 7.1.3.1. Contractor shall provide necessary tools, supplies, equipment, and signage to provide services described in this Scope of Work.
- 7.1.3.2. The City will provide a small secure storage area for the Contractor to store

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supplies, but the City will not be responsible for equipment or supplies left on-site in unsecure areas. The Contractor shall be responsible for ensuring their equipment and supplies are placed in the secure storage.

7.1.3.3. Contractor is responsible for the maintenance of tools and equipment.

7.1.3.4. Contractor shall use green cleaning policy and practices, chemicals and alternative fueled vehicles to support the requested janitorial services whenever possible. Please see Exhibit 4 for a list of equipment and chemicals currently used at ABIA for Categories 1 and 2.

7.1.3.5. The City reserves the right to inspect tools and equipment (including lifts) to be used in the performance of this contract. At the Contractor's expense, Contractor shall immediately replace any tools and equipment the City determines to be in poor or unsafe condition.

7.1.4. Quality Control/Assurance Plan

Contractor shall have and maintain throughout the life of the Contract, a quality control/quality assurance plan.

7.1.5. Monthly Reports

Contractor shall provide the Contract Manager with an electronic report monthly at no additional charge to the City. The monthly report should include the following information: a summary of services performed including labor hours, rates, supplies used and all costs incurred during the reporting period.

7.1.6. Invoices

7.1.6.1. Invoices shall contain a unique invoice number, the purchase order or delivery order number and the master agreement number. Invoices received without all required information cannot be processed and will be returned to the vendor. Electronic invoices are preferred via e-mail to [abia.invoices@austintexas.gov](mailto:abia.invoices@austintexas.gov).

7.1.6.2. Invoices shall be submitted separately for each category in this solicitation.

7.1.6.3. Invoices shall be itemized.

7.1.6.4. Invoices for labor shall include a copy of all time-sheets with trade labor rate and category clearly identified. Invoices shall include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.

7.1.6.5. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

7.1.7. Staffing Changes

If the City increases the scope of work by adding additional tasks the Contractor and City shall review the personnel requirements and by mutual agreement may increase the number of hours and/or staff assigned to the Contract. If the City adds additional locations, the Contractor shall submit a proposal for the recommended number of staff and hours required for the additional service to the Contract Manager for review and approval. All staffing

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changes shall be reviewed and approved by the City prior to implementation.

**7.2. Personnel Requirements**

- 7.2.1. The Contractor and Contractor's staff performing services under this contract are not considered an agent or employee of the City. Accordingly, the Contractor and Contractor's staff understand and agree that the City will not provide any benefits established for City employees such as vacation, sick leave with pay, paid days off, life, accident, and health insurance, and severance pay.
- 7.2.2. Contractor shall have adequate and available staff to provide required janitorial services and supervision within the required timeframes. Unless otherwise agreed upon by both parties, if Contractor fails to provide personnel for the full-time periods required, the City reserves the right to deduct an amount equal to the Contractor's hourly rate for additional cleaning services multiplied by the amount of time missed per person OR the cost to City to perform the service whichever is greater. Repeated and verified complaints and/or failure to perform required services at the required frequency may be cause for termination under Section 0300, Paragraph 27 Termination for Cause.
- 7.2.3. Contractor shall have a Retention Plan for employees.
- 7.2.4. Contractor shall only assign competent workers to the City contract who are skillful in performing the type of work required under this Contract.
- 7.2.5. Contractor shall ensure persons convicted of a felony or a crime of moral turpitude are not assigned to work under this contract.
- 7.2.6. Contractor shall dismiss any employee whose conduct is deemed by the City to be improper, incompetent, inappropriate or offensive.
- 7.2.7. Contractor shall provide at no additional cost to the City, an audio pager or cell phone for each First Shift employee. First Shift employee(s) shall be required to wear and respond to audio pager and/or cell phone in order to respond to janitorial needs throughout the building in a timely manner.
- 7.2.8. Contractor shall be responsible for ensuring Contractor employees follow all safety precautions (i.e.—wet floor signs, proper ventilation, Safety Data Sheet, etc.).
- 7.2.9. Contractor shall ensure that all Contractor employees comply with all current Standard Operating Procedures (SOP's), which may be updated by the City based on future requirements.
- 7.2.10. Contractor employees shall use only lunch and/or break areas designated by Facility Management for Contractor personnel.
- 7.2.11. Contractor employees shall not allow unauthorized persons (including but not limited to non-contractor personnel and minors) into buildings or jobsites.
- 7.2.12. Contractor employees shall leave all City personnel belongings (papers, files, computers, equipment, phones etc.) in the same manner in which they are found.
- 7.2.13. Contractor shall provide all staff servicing this Contract a City-approved uniform which shall be worn at all times while on onsite.
- 7.2.14. Contractor employees shall not utilize or consume any items (furniture, appliances, supplies,

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equipment, food/beverage items etc.) not brought onsite by the Contractor or Contractor employees without the express permission of the Contract Manager.

**7.3. Supervisor Requirements**

- 7.3.1. A working supervisor is required to be onsite for each work shift. The supervisor shall supervise staff and direct the work. Supervisor duties include: hiring employees, scheduling preventative maintenance, inspections, discipline, addressing problems/complaints, inventory, ordering supplies, completing timesheets, providing training, implementing policies and procedures, completing forms/logs, enforcing safety rules, ordering supplies, making purchases and monitoring budget.
- 7.3.2. Contractor shall ensure the faithful and functional completion of the work. Unless otherwise directed by the City, Contractor shall have a supervisor who shall perform inspections at least twice per week.
- 7.3.3. Contractor's supervisor shall deliver to the Contractor any instructions and notices given by the City.
- 7.3.4. If Contractor's supervisory personnel are unable to properly direct the progress of the work or to adequately supervise and control Contractor's workers, the Contractor shall replace the supervisor at the City's request.

**7.4. Safety Requirements**

Contractor's employees shall read and observe safety guidelines and policies in ABIA's Safety Manual. The City may direct that Contractor's employees in certain facilities attend safety classes provided by ABIA or the City prior to beginning work at no additional cost. Contractor shall provide at Contractor's expense, any required safety gear including but not limited to: safety glasses, personal protective clothing/footwear etc.

**8. Janitorial Service Requirements and Shift Hours (Categories 1 & 2)**

Contractor shall ensure that all required shifts are covered in accordance with the specified requirements for Service Categories 1 and 2.

All shifts shall clean-up spills, biohazard, and debris as needed or requested.

**Note: Shift time and dates may change throughout the life of the contract if agreed by the Contractor and the City.**

**8.1. First Shift**

- 8.1.1. First shift is defined as:  
Seven (7) days a week, 6:30 am – 3:00 pm (with one 30-minute meal break and two 15-minute rest breaks)  
Contractor shall have one working supervisor on site. Supervisor shall be responsible for ensuring that all tasks are completed at the required frequency.
- 8.1.2. Contractor shall provide First shift services on City holidays as needed/specified.

**8.2. Second Shift**

- 8.2.1. Second shift is defined as:  
Seven (7) days a week, 3:00 pm – 11:30 pm (with one 30-minute meal break and two 15-

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minute rest breaks)

Contractor shall have one working supervisor on site. Supervisor shall be responsible for ensuring that all tasks are completed at the required frequency.

**8.3. Third Shift**

8.3.1. Third shift is defined by:

Seven (7) days a week, 10:00 pm – 6:30 am (with one 30-minute meal break and two 15-minute rest breaks)

Contractor shall have one working supervisor on site. Some tasks are to be done by both Day and Night crew.

**8.4. Weekend Service Requirements**

8.4.1. The City may require weekend services as specified in each category or for additional facilities on an as-needed basis.

8.4.2. Weekend responsibilities may be required on First, Second, or Third shifts depending on City operations.

**8.5. As-Needed Services**

8.5.1. The City may require as-needed services on a monthly, quarterly, semi-annual, annual, or emergency basis.

8.5.2. Non-emergency, as-needed services will be scheduled at least one calendar week in advance, by mutual agreement between the City and the contractor and may require work on nights, weekends, or holidays.

8.5.3. As-needed services are required to be performed within a minimum of seven (7) day notice from the Contract Manager.

8.5.4. As-needed services may be requested for any City facility and may be utilized to augment other City locations or services.

8.5.5. In the event of an emergency, the City and the Contractor shall agree on the time, location, and actions required to complete emergency services. Emergency services may be required with less than twenty-four (24) hour notice.

**8.6. Daily and Nightly Task Lists**

8.6.1. Contractor personnel shall indicate hours worked each shift on the task list.

8.6.2. Contractor Supervisor shall verify the hours worked and task completion by signing or initialing the task list.

8.6.3. Contractor shall submit a copy of the corresponding task lists with each invoice. At minimum, the task list shall legibly include the name of each employee, the dates and times the employee worked and a Supervisor signature/initials verifying accuracy and certifying task completion.

**8.7. Restroom Log**

8.7.1. Contractor personnel shall indicate date and time each restroom was inspected, cleaned, and stocked on the Restroom Log located in each restroom.



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8.7.2. Contractor shall submit a copy of the corresponding restroom log with each invoice.

**8.8. Disposal of Refuse Recycling and Composting**

- 8.8.1. The City will provide refuse, recycling and composting containers (“dumpsters” “chutes”, “carts”, etc.) near or within each facility, and arrange for disposal of collected materials emptied into dumpsters, chutes, carts, etc. by Contractor.
- 8.8.2. Contractor shall remove all collected refuse recycling and composting materials from all areas as directed by the City and ensure that such products are placed properly in the designated area(s) and/or collection containers.
- 8.8.3. Contractor shall ensure that all refuse recyclables and composting materials are properly bagged for collection and removal. ABIA has an approved bag color scheme to identify material collection.
- 8.8.4. Contractor shall observe all waste diversion policies, procedures and regulations defined by the City and ABIA.

**8.9. Materials and Supplies**

- 8.9.1. Contractor shall provide all supplies in the performance of janitorial services. The cost for these consumables shall not be included in the rate for janitorial services. Each category contains an estimated dollar amount for materials and supplies to be provided by the Contractor at a percent mark-up to cost. Offerors must offer supplies and materials for each category to be considered for award.

These supplies and materials may include, but are not limited to the following:

- 8.9.1.1 Toilet paper
- 8.9.1.2 Paper towels
- 8.9.1.3 Multi-fold hand towels
- 8.9.1.4 Hand soap
- 8.9.1.5 Sanitary napkins/Tampons and wax bags
- 8.9.1.6 Sanitary seat covers
- 8.9.1.7 Urinal disinfectant
- 8.9.1.8 Window cleaning fluid
- 8.9.1.9 Sand for ashtray bins
- 8.9.1.10 Cleaning rags
- 8.9.1.11 Refuse, recyclable and compostable bags, liners (Recycle bags are blue, trash bags are clear, and compost bags are green.)
- 8.9.1.12 Gloves, masks, safety glasses and safety vest

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- 8.9.1.13 Urinal screens and mats
- 8.9.1.14 Any other materials and supplies necessary for the performance of janitorial services by Contractor.
- 8.9.2. Contractor shall stock a minimum quantity of a five (5)-day supply of materials and supplies on site in the secure storage area provided by ABIA for each janitorial service category. Contractor shall provide any additional supplies that are needed within eight (8) hours of request, either by stocking supplies offsite or having the capability of fulfilling just-in-time (JIT) orders as needed. (\*Note that JIT materials cannot and shall not be shipped directly to ABIA.) The City shall not pay an additional fee for storage or delivery of supplies. All material/supply costs shall be included in the percent mark-up to cost as indicated on the Cost Proposal Sheet.
- 8.9.3. Contractor is responsible to secure supplies in the storage area provided by ABIA or removed from the worksite for storage if needed. ABIA is not responsible for items left unsecured by the Contractor.
- 8.9.4. Materials will be invoiced via the Cost-Plus method in which itemized, consumed materials, plus the cost mark-up will be invoiced on a monthly basis.
- 8.9.5. All cleaning agents, polishes, and other supplies shall be of acceptable type and quality to the City's Contract Manager. The City reserves the right to specify types of materials, supplies and/or equipment. Contractor shall ensure materials used do not damage building finishes or generate hazardous conditions, including obnoxious odors.
- 8.9.6. Contractor shall provide Safety Data Sheets (SDS) or safety data sheets (SDS) for all products used on-site.
- 8.9.7. City personnel will not receive or store Contractor's consumable supplies, including but not limited to chemicals. Contractor's supplies shall be shipped directly to the Contractor. Any supplies left onsite shall be placed by the Contractor in the secure storage area provided by ABIA. Chemicals must be stored in compliance with applicable fire, Occupational Safety and Health Administration (OSHA) and environmental rules and regulations. Any supplies left onsite are the responsibility of the Contractor.

**8.10. Applicable Laws and Regulations**

The Contractor shall obtain all permits and licenses required, and shall comply with all laws, ordinances, specifications, rules and regulations for this service established by the City of Austin, State of Texas, State Board of Health, U.S. Environmental Protection Agency, U.S. Labor law, and any other applicable federal state, or local governmental provision prevailing during the term of this agreement.

**8.11. Janitorial Contract Specific Sustainability**

- 8.11.1. In an effort to protect the indoor air quality and health of janitorial staff and building occupants, the City believes that there are a sufficient selection of cost-competitive, effective, and environmentally sensitive cleaning supplies available for use.
- 8.11.2. ABIA prefers to use products that meet the City's Green Cleaning Policy.
- 8.11.3. Cleaning Policy if 3rd party certified eco-label products are used:

**Third-Party Eco-Labels:**

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Vendors of janitorial products and services will be considered in compliance with the intent of the City's sustainability initiatives and Green Seal-42 (GS-42) cleaning procedures if they use products that meet the minimum standards listed below for cleaning supplies and janitorial products supplied to the City.

**Green Seal Certified Products**

1001 Connecticut Ave. NW, Suite 827  
Washington DC, 20036-5525  
202/872-6400  
202/872-4324 (fax)  
[www.greenseal.org](http://www.greenseal.org)

**EcoLogo Certified Products**

107 Sparks St., 2nd Floor  
Ottawa, Ontario, Canada K1A 0H3  
[www.ecologo.org](http://www.ecologo.org)

**U.S. Environmental Protection Agency  
Design for the Environment (DfE) Program**

Office of Pollution Prevention and Toxics  
1200 Pennsylvania Ave. NW  
Mail Code 7406-M  
Washington DC, 20460  
[www.epa.gov/dfe/contact.htm](http://www.epa.gov/dfe/contact.htm)

**9. City Responsibilities**

The City Will:

- 9.1. Provide parking at all locations. Contractor employees shall park in designated employee parking – not in visitor parking.
- 9.2. Provide the lighting, water and electricity necessary to complete the services necessary. The Contractor shall use these facilities only to perform Contractual duties.
- 9.3. Provide Contractor a work schedule which may include holidays.
- 9.4. Be responsible for the review and approval of the equipment, materials, and supplies list the Contractor submits prior to Contract execution.
- 9.5. Provide initial and periodic training to contractor supervision and management on ABIA waste diversion, environmental, and sustainability programs applicable to contracted services.
- 9.6. Require the Contractor to dismiss from the premises any staff whose conduct is improper, inappropriate, unsafe or offensive as determined by the City. The City reserves the right to refuse dismissed staff to return to City premises.
- 9.7. Reserve the right to engage other parties listed on this Contract as secondary sources or outside parties not named in this Contract for any occasions when the Contractor fails to provide the services as scheduled. The Contractor shall absorb any differences in cost if the City engages another party to respond to a call, and the credit will be detailed on the next outstanding invoice.

**10. Damages**

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Surfaces, fixtures, and furnishings damaged by the Contractor's staff shall be replaced or repaired by the Contractor to the satisfaction of the City at no cost to the City. The Contractor and the City must mutually agree upon the condition of surfaces, fixtures, furnishings, and other property before starting work on this Contract.

**11. Safety Precautions**

Contractor shall not permit staff to place mops, brooms, machines and other equipment in walkways, halls, elevators, stairways, and any other traffic lanes or other locations in such a manner that create safety hazards. Custodial and Maintenance Service staff shall be required to interrupt performance of their work, if necessary, to allow passage of traffic through corridors.

The Contractor shall display the appropriate safety signage in accordance with all applicable laws, rules and regulations as to ensure the highest level of safety.

**12. List of Exhibits**

- Exhibit 1: Outbuildings Task List and Locations (for Category 1)
- Exhibit 2: Terminal Area Task List and Locations for Airline Tenant Lease Space, TSA, and Tenant Lease Space (for Category 2)
- Exhibit 3: Window Washing Task List, Locations, Schedules & Davits Photographs on Roof (for Category 3)
- Exhibit 4: Inventory List (for Categories 1 & 2)
- Exhibit 5: ABIA Aerial Map

## **Section 0510: Purchasing Office Exceptions Form**

**Solicitation Number:** RFP 8100 KDS3004 Janitorial Services

The City will presume that the Offeror is in agreement with all sections of the solicitation unless the Offeror takes specific exception as indicated below. The City, at its sole discretion, may negotiate exceptions to the sections contained in the solicitation documents or the City may deem the Offer non-responsive. The Offeror that is awarded the contract shall sign the contract with the accepted or negotiated sections.

Copies of this form may be utilized if additional pages are needed.

☒ Accepted as written.

☐ Not accepted as written. See below:

**Indicate:**

- ☐ 0300 Standard Purchase Terms & Conditions
- ☐ 0400 Supplemental Purchase Provisions
- ☐ 0500 Scope of Work

**Page Number**

**Section Number**

**Section Description**

**Alternative Language:**

**Justification:**



**CITY OF AUSTIN PURCHASING OFFICE**  
**SECTION 0600: PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS**  
**Request for Proposal Number: RFP 8100 KDS3004**  
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**1. PROPOSAL FORMAT:**

Submit one original paper copy and an electronic copy of the original proposal in PDF version on a flash drive. The original proposal shall contain original signatures and shall be typed on standard 8 ½" X 11" paper, double-sided, and have consecutively numbered pages.

The proposal itself shall be organized in the following format and informational sequence. Use tabs to divide each part of the Proposal and include a Table of Contents:

<b>Section I</b>
------------------

**Tab 1 – City of Austin Standard Purchasing Office Documents** - Complete and submit the following documents in Tab 1:

- A. Signed Offer Sheet
- B. Section 0510 Exceptions Checklist. Any Exceptions not listed on this form may not be considered.
- C. Section 0605 Local Business Presence Identification Form
- D. Section 0800 Non-Discrimination and Non-Retaliation Certification
- E. Section 0815 Living Wages Certification
- F. Section 0835 Nonresident Bidder Provisions
- G. Section 0840 Service-Disabled Veteran Business Enterprise
- H. Section 0900 Subcontracting/Sub-consulting Utilization Form
- I. Section 0905 Subcontracting/Sub-consulting Utilization Plan (IF APPLICABLE)  
**If you will be utilizing subcontractors, you must contact the Small and Minority Business Resources Department (SMBR) at 512-974-7600 to obtain a list of MBE/WBE firms available to perform the service and include the completed 0905 No Goals Utilization Plan with your proposal packet.**
- J. Published Addendums – signed by the Contractor

**Tab 2 – Authorized Negotiator:** Include name, mailing address, email address, and telephone number of the officer or other representative in your organization authorized to negotiate and execute binding contract terms.

**Tab 3 – Experience and Qualifications**

- A. Describe your company's relevant experience, qualifications, and expertise providing services described in the Scope of Work.
- B. **References:** Provide a list of five (5) current or previous clients who have utilized your Janitorial Services. Three (3) of these references shall be for contracts/projects similar in size and scope to the projects described in this RFP. Letters of Recommendation that your company has received for similar projects and scope may be included. References shall be able to verify the Contractor's qualifications as indicated in Section 0500 Scope of Work. All client reference information must be supported and verified. Reference contacts must be aware that they are being used and agreeable to City interview for follow-up. References shall include the following:
  - Agency/Company
  - Number of employees
  - Year contract was awarded and length of contract
  - Size of project
  - Agency contract manager
  - Title

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- Direct telephone number
- Email address

**Tab 4 – Executive Summary:** Proposer shall provide an Executive Summary of three (3) pages or less, in concise terms, a summation of the proposal. Include the number of years your company has been in business, a summary of your company's history and experience, and how your organization will exceed the performance of other vendors in relation to the scope of work, and especially in relation to employee retention. Please also address how your organization will serve the City of Austin's needs relative to the needs of your other clients.

**Tab 5 – Business Organization & Project Management Structure (20 Points):** Provide the following information:

- A. Full name and address of your company and identify parent company if you are a subsidiary. Indicate whether you operate as a partnership, corporation, or individual. Include how long has your company been in business.
- B. Describe your company's organizational capacity to fulfill the requirements contained within the Scope of Work and Supplemental Purchasing Provisions. Include your company's mission, financial resources, organizational stability, dedicated resources, custodial and maintenance knowledge, and unique knowledge, skills, and abilities.
- C. Include names and contact information for key personnel, including the account manager, that will be assigned to the awarded Contract, and include the number of clients they are responsible for and the percentage of time they will be allocated to the City of Austin. Provide a organizational chart and general explanation which specifies project leadership, reporting responsibilities, and interface the Contractor's team with City department personnel. If use of subcontractors is proposed, identify their placement in the primary management structure, and provide internal management description for each subcontractor.
- D. Explain your Retention Plan for keeping employees that will perform the services described in the Scope of Work.
  1. Describe your company's retention rate, diversity, and team goals. Include your company's retention and turnover rates for the last three years. Explain any counter measures or solutions your company has implemented to combat turnover. Explain the primary cause of any high turnover percentages.
  2. Describe your company's incentive, recognition, longevity, and benefits programs for employees. Outline your firm's plan for retention through financial incentives, including bonuses, merit raises and other increases to employee pay rates.
  3. Describe your company's approach to building strong employee relationships, morale, and long-term career trajectories. Describe what approach your company will utilize to collect job satisfaction, morale, and development information.

**Tab 6 – Compliance to Requirements/Proposed Solution:** Define in detail your understanding of the requirements presented in Section 0500 Scope of Work and your solution to meet or exceed these requirements. Provide all details necessary to evaluate your proposal. Specifically:

- A. Describe how your company will manage and control daily operations, and perform the tasks required. The details should include:

**CITY OF AUSTIN PURCHASING OFFICE**  
**SECTION 0600: PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS**  
**Request for Proposal Number: RFP 8100 KDS3004**  
**Janitorial Services for ABIA**

- a. A schedule for completing daily and weekly service requirements for first, second, third shift and as-needed operations to include the number of personnel required and their job titles;
  - b. A Quality Assurance Plan;
  - c. The points at which electronic reports will be provided.
- B. Describe your Communication Plan for coordinating with internal and external customers to accomplish the tasks described in the Scope of Work. Explain how your company communicate information and/or changes to internal customers such as the Contract Manager, site staff, and other City staff.
- C. Describe how your company will handle and respond to customer complaints. Describe what practices and processes will be implemented to rectify such complaints.
- D. A statement of your compliance with all applicable rules and regulations of Federal, State and Local governing entities. The Proposer must state his compliance with terms of this RFP.

**Section II**

**Price Proposal** - Complete and submit Section 0600A Cost Proposal Sheet. Fill in any of the sections that are applicable to the plan your company is proposing. If pricing for these services is not submitted on Section 0600A Cost Proposal Sheet, then the Offeror may be deemed nonresponsive. The staffing schedules, requirements, and supply costs are estimates only and may change throughout the term of the Contract.

**\*NOTE: Proposers shall complete both tabs on Section 0600A;** the first tab is labeled “**Cost Proposal**” and used for evaluation purposes, the second tab is labeled “**Cost Breakdown**” and is used for informational purposes only. Offerors may propose additional service solutions for informational purposes. These additional services solutions will not be considered in the proposal evaluation.

**Section III**

**Proposal Acceptance Period:** All proposals are valid for a period of one hundred and eighty (180) calendar days after the RFP closing date unless a longer acceptance period is offered in the proposal.

**Proprietary Information:** All material submitted to the City becomes public property and is subject to Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the Proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

**Proposal Preparation Costs:** All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a Proposal which may be required by the City shall be the sole responsibility of the Proposer.

**Compliance:** The Proposer agrees to compliance with terms of this Request for Proposal (RFP) and with all applicable rules and regulations of Federal, State, and Local governing entities.

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**Service-Disabled Veteran Business Enterprise (“SDVBE”):** Pursuant to the interim Service-Disabled Veteran Business Enterprise (SDVBE) Program, Offerors submitting proposals in response to a Request for Proposals shall receive a three-point (3 percent) preference if the Offeror, at the same time the proposal is submitted, is certified by the State of Texas, Comptroller of Public Accounts as a Historically Underutilized Business and is a Service-Disabled Veteran Business Enterprise. This preference does not apply to subcontractors. To receive this preference, Offerors shall complete the enclosed Section 0840 Service-Disabled Veterans Business Enterprise Preference Form, in accordance with the Additional Solicitation Instructions included therein.

**Section IV**

**EVALUATION FACTORS AND AWARD:**

**A. Competitive Selection:** This procurement will comply with applicable City Policy. The successful Proposer will be selected by the City on a rational basis. Evaluation factors outlined in Paragraph B below shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the Best Offeror. Award of a Contract may be made without discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.

**B. Evaluation Factors:** All Proposals will be evaluated based on the following criteria and rankings.

**Maximum 100 points.**

- 1. Experience and Qualifications - Section I, Tab 3, Tab 4 (20 points)**
- 2. Business Organization/Project Management Structure – Section I, Tab 5 (20 Points)**
- 3. Compliance to Requirements/Proposed Solution – Section I, Tab 6 (22 points)**
- 4. Price Proposal:** Whichever Offeror offers the City the most competitive cost proposal will be awarded the maximum amount of points. Remaining points will be distributed on a pro-rated basis. – Section II (25 points)
- 5. Service-Disabled Veteran Business Enterprise – reference Section 0840 SDVBE Contractor Certification (Maximum 3 points)**
- 6. Local Business Presence: (Maximum 10 points)**

The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City contracts. A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation. Points will be awarded through a combination of the Offeror's Local Business Presence and/or the Local Business Presence of their subcontractors. Evaluation of the Team's Percentage of Local Business Presence will be based on the dollar amount of work as reflected in the Offeror's MBE/WBE Compliance Plan or MBE/WBE Utilization Plan. Specify if and by which definition the Offeror or Subcontractor(s) have a local business presence.

**CITY OF AUSTIN PURCHASING OFFICE**  
**SECTION 0600: PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS**  
**Request for Proposal Number: RFP 8100 KDS3004**  
**Janitorial Services for ABIA**

<b>Team's Local Business Presence</b>	<b>Points Awarded</b>
Local business presence of 90% to 100%	10
Local business presence of 75% to 89%	8
Local business presence of 50% to 74%	6
Local business presence of 25% to 49%	4
Local presence of between 1 and 24%	2
No local presence	0

Presentations, Demonstrations Optional. The City will score proposals based on the criteria listed above. The City may select a "short list" of Proposers based on those scores. "Short-listed" Proposers may be invited for presentations, or demonstrations with the City. The City reserves the right to re-score "short-listed" proposals as a result, and to make award recommendations on that basis.

**Section 0605: Local Business Presence Identification**

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

**OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.**

*NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).*

**\*USE ADDITIONAL PAGES AS NECESSARY\***

**OFFEROR:**

<b>Name of Local Firm</b>	Westlake Home and Commercial Services	
<b>Physical Address</b>	8810 Cullen Lane, Austin, Texas 78748	
Is your headquarters located in the Corporate City Limits? (circle one)	<input checked="" type="radio"/> Yes	<input type="radio"/> No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	<input type="radio"/> Yes	<input type="radio"/> No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	<input checked="" type="radio"/> Yes	<input type="radio"/> No

**SUBCONTRACTOR(S):**

<b>Name of Local Firm</b>	NA	
<b>Physical Address</b>		
Is your headquarters located in the Corporate City Limits? (circle one)	<input type="radio"/> Yes	<input type="radio"/> No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	<input type="radio"/> Yes	<input type="radio"/> No



Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

**SUBCONTRACTOR(S):**

<b>Name of Local Firm</b>	NA	
<b>Physical Address</b>		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

**City of Austin, Texas**  
**Section 0800**  
**NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION**

**City of Austin, Texas**  
**Equal Employment/Fair Housing Office**

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

**City of Austin**  
**Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy**

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of

this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

**Sanctions:**

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

**Term:**

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

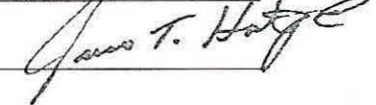
Dated this 15th day of January, 2019

CONTRACTOR

Authorized  
Signature

Title

Westlake HCS



Owner



**Section 0815: Living Wages Contractor Certification**

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees of the Prime Contractor and all tiers of subcontractors directly assigned to this City contract a minimum Living Wage equal to or greater than \$15.00 per hour.

- (1) The below listed individuals are all known employees of the Prime Contractor and its subcontractors who are directly assigned to this contract, and all are compensated at wage rates equal to or greater than \$15.00 per hour:

Employee Name	Employer	Prime or Sub	Your Normal Rate	Employee Job Title
Chris Hasty	Westlake HCS	Prime	30.00	Project Mgr
Jake Hamlin	Westlake HCS	Prime	20.00	Crew Mgr
Steve Medrano	Westlake HCS	Prime	16.00	Service Tech
Michael Gonzales	Westlake HCS	Prime	16.00	Service Tech
Jeremiah Escobar	Westlake HCS	Priime	20.00	Crew Mgr
Robert Quinonez	Westlake HCS	Prime	18.00	Service Tech

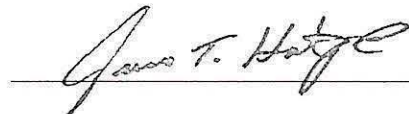
- (2) All future employees of both the Prime Contractor and all tiers of subcontractors directly assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$15.00 per hour.
- (3) Our firm will not retaliate against any employee of either the Prime Contractor or any tier of subcontractors claiming non-compliance with the Living Wage provision.

A Prime Contractor or subcontractor that violates this Living Wage provision shall pay each of its affected employees the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision by either the Prime Contractor or any tier of subcontractor, or fraudulent statements made on this certification, may result in termination of this Contract for Cause, subject the violating firm to possible suspension or debarment, or result in legal action.

I hereby certify that all the listed employees of both the Prime Contractor and all tiers of subcontractors who are directly assigned to this contract are paid a minimum Living Wage equal to or greater than \$15.00 per hour.

Contractor's Name: Westlake Home and Commercial Services

Signature of Officer  
or Authorized  
Representative:



Date: January 15, 2019

Printed Name: James T Hasty

Title: Owner

**Section 0835: Non-Resident Bidder Provisions**

Company Name Westlake Home and Commercial Services

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: Resident Bidder

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
- (2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: \_\_\_\_\_ Which State: \_\_\_\_\_

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: \_\_\_\_\_

**Section 0840, Service-Disabled Veteran Business Enterprise Preference**

<b>Offeror Name</b>
Westlake Home and Commercial Services

**Additional Solicitation Instructions.**

- ☒ By checking this box, Offeror states they are NOT a certified Service-Disabled Veteran Business Enterprise seeking to claim preference points under the City of Austin's SDVBE Program.
- Offerors seeking to claim the Service-Disabled Veteran Business Enterprise (SDVBE) preference shall be certified **under one of the two following scenarios**. Offerors shall check one of the following boxes, input the data in the applicable table below and include this completed form in their Proposal.

- ☐ **HUB/SV.** Offeror is certified as a Service-Disabled Veteran (SV) Historically Underutilized Business (HUB) by the Texas State Comptroller of Public Accounts.

Texas State HUB/SV Certification	
13-Digit Vendor ID (VID)	
HUB/SV Issue Date	
HUB/SV Expiration Date	

- ☐ **HUB/OTHER + Federal SDVOSB.** Offeror is certified by the Texas State Comptroller of Public Accounts as a Historically Underutilized Business in a HUB Eligibility Category other than Service-Disabled Veteran (SV) AND is verified by the US Veterans Administration as a Service-Disabled Veteran-Owned Small Business (SDVOSB). **Texas HUB Eligibility Categories:** HUB/BL (Black), HUB/AS (Asian), HUB/HI (Hispanic), HUB/AI (Native American), or HUB/VO (Women Owned).

Texas State HUB/OTHER Certification	
13-Digit Vendor ID (VID)	
HUB Eligibility Category	
HUB Issue Date	
HUB Expiration Date	

Federal SDVOSB Verification	
9-Digit DUNS	
SDVOSB Issue Date	
SDVOSB Expiration Date	

- Offeror Identity.** The Offeror submitting the Proposal shall be the same entity that is certified by the Texas State Comptroller of Public Accounts, AND if applicable as verified by the US Veterans Administration.
- Certification Status.** Offeror's certification(s) must be active on or before the Solicitation's due date for Proposals and shall not expire prior to the award and execution of any resulting contract.
- Confirmation of Certification(s).** Upon receipt of this completed form, the City will confirm the Offeror's certification(s): State: <https://mycpa.cpa.state.tx.us/tpasscmblsearch>. Federal: <https://www.vip.vetbiz.gov/>. The City will direct any questions concerning an Offeror's State or Federal certification status to the Offeror's contact person as designated on the Offer Form of their Proposal.
- Misrepresentation.** If the City determines that the Offeror requesting this preference is not certified by the State or Federal government if applicable, the Offeror will not receive the preference points. If the City determines that this misrepresentation was intentional, the City may also find the Offeror not responsible and may report the Offeror to the Texas State Comptroller of Public Accounts or if applicable to the US Veterans Administration. If the misrepresentation is discovered after contract award, the City reserves the right to void the contract.



**Section 0900: SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM**

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)**

**PROCUREMENT PROGRAM**

**Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form**

SOLICITATION NUMBER: RFP 8100 KDS3004

SOLICITATION TITLE: Janitorial Services for ABLA

In accordance with the City of Austin's Minority and Women-Owned Business Enterprises (M/WBE) Procurement Program (Program), Chapters 2-9A/B/C/D of the City Code and M/WBE Program Rules, this Solicitation was reviewed by the Small and Minority Business Resources Department (SMBR) to determine if M/WBE Subcontractor/Sub-Consultant ("Subcontractor") Goals could be applied. Due to insufficient subcontracting/subconsultant opportunities and/or insufficient availability of M/WBE certified firms, SMBR has assigned no subcontracting goals for this Solicitation. However, Offerors who choose to use Subcontractors must comply with the City's M/WBE Procurement Program as described below. Additionally, if the Contractor seeks to add Subcontractors after the Contract is awarded, the Program requirements shall apply to any Contract(s) resulting from this Solicitation.

**Instructions:**

- a.) Offerors who do not intend to use Subcontractors shall check the "NO" box and follow the corresponding instructions.  
b.) Offerors who intend to use Subcontractors shall check the applicable "YES" box and follow the instructions. **Offers that do not include the following required documents shall be deemed non-compliant or nonresponsive as applicable, and the Offeror's submission may not be considered for award.**

☒ **NO, I DO NOT intend to use Subcontractors/Sub-consultants.**

**Instructions:** Offerors that do not intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form) and include it with their sealed Offer.

☐ **YES, I DO intend to use Subcontractors /Sub-consultants.**

**Instructions:** Offerors that do intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form), and follow the additional Instructions in the (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan). Contact SMBR if there are any questions about submitting these forms.

Offeror Information			
Company Name	Westlake Home and Commercial Services		
City Vendor ID Code	V00000911795		
Physical Address	8810 Cullen Lane		
City, State Zip	Austin, Texas 78748		
Phone Number	512-280-1649	Email Address	jt@westlakehcs.com
Is the Offeror City of Austin M/WBE certified?	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES      Indicate one: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture		

**Offeror Certification:** I understand that even though SMBR did not assign subcontract goals to this Solicitation, I will comply with the City's M/WBE Procurement Program if I intend to include Subcontractors in my Offer. I further agree that this completed **Subcontracting/Sub-Consulting Utilization Form**, and if applicable my completed **Subcontracting/Sub-Consulting Utilization Plan**, shall become a part of any Contract I may be awarded as the result of this Solicitation. Further, if I am awarded a Contract and I am not using Subcontractor(s) but later intend to add Subcontractor(s), before the Subcontractor(s) is hired or begins work, I will comply with the City's M/WBE Procurement Program and submit the **Request For Change** form to add any Subcontractor(s) to the Project Manager or the Contract Manager for prior authorization by the City and perform Good Faith Efforts (GFE), if applicable. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan**, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan**, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form.

James T Hasty- Owner

Name and Title of Authorized Representative (Print or Type)

James T. Hasty  
1-15-19  
Signature/Date

**Section 0905: SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN**

MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)

PROCUREMENT PROGRAM

Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan

SOLICITATION NUMBER: RFP 8100 KDS3004  
SOLICITATION TITLE: Janitorial Services for ABIA

INSTRUCTIONS: Offerors who DO intend to use Subcontractors may utilize M/WBE Subcontractor(s) or perform Good Faith efforts when retaining Non-certified Subcontractor(s). Offerors must determine which type of Subcontractor(s) they are anticipating to use (CERTIFIED OR NON-CERTIFIED), check the box of their applicable decision, and comply with the additional instructions associated with that particular selection.

- ☐ I intend to use City of Austin CERTIFIED M/WBE Subcontractor/Sub-consultant(s).

Instructions: Offerors may use Subcontractor(s) that ARE City of Austin certified M/WBE firms. Offerors shall contact SMBR (512-974-7600 or [SMBRComplianceDocuments@austintexas.gov](mailto:SMBRComplianceDocuments@austintexas.gov)) to confirm if the Offeror's intended Subcontractor(s) are City of Austin certified M/WBE and if these firm(s) are certified to provide the goods and services the Offeror intends to subcontract. If the Offeror's Subcontractor(s) are current valid certified City of Austin M/WBE firms, the Offeror shall insert the name(s) of their Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)

- ☐ I intend to use NON-CERTIFIED Subcontractor/Sub-Consultant(s) after performing Good Faith Efforts.

**Instructions:** Offerors may use Subcontractors that ARE NOT City of Austin certified M/WBE firms ONLY after Offerors have first demonstrated Good Faith Efforts to provide subcontracting opportunities to City of Austin M/WBE firms.

STEP ONE: Contact SMBR for an availability list for the scope(s) of work you wish to subcontract;

STEP TWO: Perform Good Faith Efforts (Check List provided below);

STEP THREE: Offerors shall insert the name(s) of their certified or non-certified Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)
- All required documentation demonstrating the Offeror's performance of Good Faith Efforts (see Check List below)

**GOOD FAITH EFFORTS CHECK LIST –**

When using NON-CERTIFIED Subcontractor/Sub-consultants(s), **ALL of the following CHECK BOXES MUST be completed in order to meet and comply with the Good Faith Effort requirements and all documentation must be included in your sealed Offer. Documentation CANNOT be added or changed after submission of the bid.**

- ☐ **Contact SMBR.** Offerors shall contact SMBR (512-974-7600 or [SMBRComplianceDocuments@austintexas.gov](mailto:SMBRComplianceDocuments@austintexas.gov)) to obtain a list of City of Austin certified M/WBE firms that are certified to provide the goods and services the Offeror intends to subcontract out. (Availability List). Offerors shall document their contact(s) with SMBR in the "SMBR Contact Information" table on the following page.
- ☐ **Contact M/WBE firms.** Offerors shall contact all of the M/WBE firms on the Availability List with a Significant Local Business Presence which is the Austin Metropolitan Statistical Area, to provide information on the proposed goods and services proposed to be subcontracted and give the Subcontractor the opportunity to respond on their interest to bid on the proposed scope of work. When making the contacts, Offerors shall use at least two (2) of the following communication methods: email, fax, US mail or phone. Offerors shall give the contacted M/WBE firms at least seven days to respond with their interest. Offerors shall document all evidence of their contact(s) including: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.



MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)

PROCUREMENT PROGRAM

Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan

SOLICITATION NUMBER: RFP 8100 KDS3004  
SOLICITATION TITLE: Janitorial Services for ABIA

- ☐ **Follow up with responding M/WBE firms.** Offeror shall follow up with all M/WBE firms that respond to the Offeror's request. Offerors shall provide written evidence of their contact(s): emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.
- ☐ **Advertise.** Offerors shall place an advertisement of the subcontracting opportunity in a local publication (i.e. newspaper, minority or women organizations, or electronic/social media). Offerors shall include a copy of their advertisement, including the name of the local publication and the date the advertisement was published.
- ☐ **Use a Community Organization.** Offerors shall solicit the services of a community organization(s); minority persons/women contractors'/trade group(s); local, state, and federal minority persons/women business assistance office(s); and other organizations to help solicit M/WBE firms. Offerors shall provide written evidence of their Proof of contact(s) include: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, organization contacted, phone number, email address and contact person.



**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)**

**PROCUREMENT PROGRAM**

**Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan**

SOLICITATION NUMBER: RFP 8100 KDS3004  
SOLICITATION TITLE: Janitorial Services for ABIA

*(Offerors may duplicate this page to add additional Subcontractors as needed)*

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Company Name	
Vendor ID Code	
Contact Person	Phone Number:
Additional Contact Info	Fax Number: E-mail:
Amount of Subcontract	\$
List commodity codes & description of services	
Justification for not utilizing a certified MBE/WBE	

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Company Name	
Vendor ID Code	
Contact Person	Phone Number:
Additional Contact Info	Fax Number: E-mail:
Amount of Subcontract	\$
List commodity codes & description of services	
Justification for not utilizing a certified MBE/WBE	

SMBR Contact Information			
SMBR Contact Name	Contact Date	Means of Contact	Reason for Contact
		<input type="checkbox"/> Phone <b>OR</b> <input type="checkbox"/> Email	

**FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:**

Having reviewed this plan, I acknowledge that the Offeror ☐ HAS or ☐ HAS NOT complied with these instructions and City Code Chapters 2-9A/B/C/D, as amended.

\_\_\_\_\_  
Reviewing Counselor

\_\_\_\_\_  
Date

I have reviewed the completing the Subcontracting/Sub-Consultant Utilization Plan and ☐ Concur ☐ Do Not Concur with the Reviewing Counselor's recommendation.

\_\_\_\_\_  
Director/Assistant Director or Designee

\_\_\_\_\_  
Date

RFP 81 KDS3004  
 Janitorial Services for ABIA  
 Section 0600A: COST PROPOSAL FORM

<b>CATEGORY 3 - Window Washing Services (Exhibit 3)</b> Service required 3 times per year. Weather permitting, all work should be completed within 30 days			
ITEM NO.	WORK SHIFT	ESTIMATED PRICE FOR EACH SERVICE (1X PER YEAR)	ESTIMATED ANNUAL PRICE (3X PER YEAR)
1.1C	Shift 1 hours: 7:00 AM - 4:00 PM	\$26,421.60	\$79,264.80
1.3C	Shift 2 hours: 10:00 PM - 7:00 AM	\$42,686.40	\$128,059.20
<b>TOTAL FOR CATEGORY 3</b>			<b>\$207,324.00</b>

**RFP 81 DS3004**  
**Janitorial Services for ABIA**  
**Section 0600A: COST PROPOSAL FORM**

**SECTION II**

For Informational Purposes Only: Provide hourly rates for additional janitorial services. The City may utilize additional services as they relate to this contract. In order to be paid for those additional services, provide all additional services you can provide the City.

ITEM NO.	HOURLY RATE FOR CLEANING STAFF	PRICE PER HOUR
1.1	Working Supervisor	
1.2	Crew Lead	
1.3	Cleaning person	

Please list any other services your company provides. The City may utilize additional services as they relate to this contract. In order to be paid for those additional services, provide all additional services you can provide the City.

This information will not be used in the evaluation of the bid but is for informational purposes only and there is no guarantee of purchase. Please include additional pages as necessary.

ITEM NO.	ITEM DESCRIPTION	UNIT (Ex: hourly, monthly)	PRICE
1.4	Exterior Sidewalk Power Washing Services To Include Taxi Median- Use of hot water only (this is for baggage claim and concourse level)	1 Time	\$4,000.00
1.5	Exterior Sidewalk Power Washing Services To Include Taxi Median with reclamation- This is use of degreaser to support spot removal and gum removal (this is for baggage claim and concourse level)	1 Time	\$5,000.00

**RFP 8100 KDS3004**  
**Janitorial Services for ABIA**  
**Section 0600A: COST PROPOSAL FORM**

**Special Instructions:** Offerors must use this Rate Sheet to submit pricing. Be advised that altering the rate sheet or taking exceptions to any portion of the solicitation may jeopardize acceptance of your Offer.

A bid of "0" (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A bid of "no bid" or no response (space left blank) will be interpreted by the City that the Offeror does not wish to offer that item.

Be advised, a "no bid" or no response may be considered as non-responsive and may result in disqualification of the bid.

The quantities noted below are estimates and not a guarantee of actual volume. The City does not guarantee the purchase of the quantities listed, actual purchases may be more or less. Quantities are provided as a guide based on historical or anticipated usage. The City reserves the right to add or delete departments and/or locations on any contract awarded as a result of this solicitation..

**Prices offered on the rate sheet shall include all fringe benefits, administrative, overhead costs, per diem and transportation (i.e. travel item, mileage, fuel) costs. The Hourly Rate listed is the rate that will be invoiced to the City.** The Offeror shall provide all tools, labor, travel, and equipment necessary to perform the services required under this contract.

Offerors shall propose pricing on all line items (including materials and supplies) within an indicated Package to be considered for award of that Package. Offerors may propose on one Package or all Packages. Each package will be evaluated separately. **"ALL OR NONE" offers will not be considered.**

**NOTE: Complete Tabs 1 and 2 of this spreadsheet.** Tab 1, Cost Proposal must be completed to be considered for award - additional documents may be attached as needed. Tab 2, Cost Breakdown is for informational purposes only and will not be evaluated.

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**RFP 8100 KDS3004**  
**Janitorial Services for ABIA**  
**Section 0600A: COST PROPOSAL FORM**

<b>SECTION I</b>					
<b>CATEGORY 1 - Janitorial Services for Outbuildings (Exhibit 1)</b>					
ITEM NO.	WORK SHIFT	ESTIMATED # OF EMPLOYEES PER MONTH	ESTIMATED # OF LABOR HOURS PER MONTH	ESTIMATED MONTHLY PRICE	ESTIMATED ANNUAL PRICE
1.1	First Shift hours: 6:30 am – 3:00 pm.				
1.2	Second Shift hours: 3:00 pm – 11:30 pm				
1.3	Third Shift hours: 10:00 pm – 6:30 am				
<b>ESTIMATED ANNUAL SUB-TOTAL FOR JANITORIAL SERVICES - CATEGORY 1</b>					<b>\$0.00</b>
<b>CATEGORY 1 - EMERGENCY OR AS-NEEDED SERVICES HOURLY LABOR RATE</b>					
ITEM NO.	ITEM DESCRIPTION	ESTIMATED # OF ANNUAL LABOR HOURS	HOURLY RATE	ESTIMATED ANNUAL AMOUNT	
1.4	EMERGENCY SERVICES (within 4 hours)	40			
1.5	AS-NEEDED SERVICES (1 week advance notice)	40			
<b>ESTIMATED ANNUAL SUB-TOTAL FOR EMERGENCY OR AS-NEEDED SERVICES - CATEGORY 1</b>				<b>\$0.00</b>	



**RFP 8100 KDS3004**  
**Janitorial Services for ABIA**  
**Section 0600A: COST PROPOSAL FORM**

**CATEGORY 1 - Janitorial Materials and Supplies**

**MARKUP TO COSTS FOR Janitorial Materials and Supplies FOR CATEGORY 1.**

The City estimates an annual spending need of \$200,000 for materials to complete these services.

Offeror shall be able to provide materials to complete the Scope of Work. The percentage markup to costs listed shall be the maximum amount offered for the category line throughout the term of the contract including any subsequent renewal periods, and are not subject to change. The invoice prices for these materials shall be based off a markup to costs paid by the offeror as indicated below. The percentage markup given should take into all costs (administrative, overhead, shipping charges, etc.) to deliver the materials to the Austin, TX area. These costs shall be factored into the markup to costs rates and shall not be paid separately. Markup to costs shall be expressed in numerical terms and not exceed **20%**.

A bid of '0' (zero) or left blank will be interpreted by the City as a zero percent markup to the City.

The annual spending need amount is an estimate and not a guarantee of actual volume. The City reserves the right to purchase more or less of these quantities as may be required during the contract Term. Quantities will be as-needed and specified by the City for each order.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL SPEND	% MARKUP TO COSTS	EXTENDED PRICE
1.6	Markup to Costs for all related Materials and Supplies - CATEGORY 1 (not to exceed 20%)	\$250,000.00		
<b>ESTIMATED ANNUAL SUB-TOTAL FOR CATEGORY 1 MATERIALS AND SUPPLIES</b>				<b>\$0.00</b>
<b>Estimated Total Annual Price of Category 1</b>				<b>\$0.00</b>

**RFP 8100 KDS3004**  
**Janitorial Services for ABIA**  
**Section 0600A: COST PROPOSAL FORM**

<b>CATEGORY 2 - ABIA Barbara Jordan Terminal Area (Exhibit 2)</b> Location 1: Airline Tenant Lease Space Location 2: TSA Locations Location 3: Tenant Lease Space					
ITEM NO.	WORK SHIFT	ESTIMATED # OF EMPLOYEES PER MONTH	ESTIMATED # OF LABOR HOURS PER MONTH	ESTIMATED MONTHLY PRICE	ESTIMATED ANNUAL PRICE
2.1	First Shift hours: 6:30 am – 3:00 pm.				
2.2	Second Shift hours: 3:00 pm – 11:30 pm				
2.3	Third Shift hours: 10:00 pm – 6:30 am				
<b>ESTIMATED ANNUAL SUBTOTAL FOR JANITORIAL SUPPLIES CATEGORY 2</b>					<b>\$0.00</b>
<b>CATEGORY 2 - EMERGENCY OR AS-NEEDED SERVICES HOURLY LABOR RATE</b> Rates are subject to the City of Austin Living Wage Rate of \$15.00 per hour.					
ITEM NO.	ITEM DESCRIPTION	ESTIMATED # OF ANNUAL LABOR HOURS	HOURLY RATE	ESTIMATED ANNUAL AMOUNT	
2.4	EMERGENCY SERVICES (within 4 hours)	40			
2.5	AS-NEEDED SERVICES (1 week advance notice)	40			
<b>ESTIMATED ANNUAL SUB-TOTAL FOR EMERGENCY OR AS-NEEDED SERVICES - CATEGORY 2</b>				<b>\$0.00</b>	

RFP 8100 KDS3004  
Janitorial Services for ABIA  
Section 0600A: COST PROPOSAL FORM

**MARKUP TO COSTS FOR Janitorial Materials and Supplies FOR CATEGORY 2**

The City estimates an annual spending need of \$100,000.00 for materials to complete these services.

Offeror shall be able to provide materials to complete the Scope of Work. The percentage markup to costs listed shall be the maximum amount offered for the category line throughout the term of the contract including any subsequent renewal periods, and are not subject to change. The invoice prices for these materials shall be based off a markup to costs paid by the offeror as indicated below. The percentage markup given should take into all costs (administrative, overhead, shipping charges, etc.) to deliver the materials to the Austin, TX area. These costs shall be factored into the markup to costs rates and shall not be paid separately. Markup to costs shall be expressed in numerical terms and not exceed **20%**. A bid of '0' (zero) or left blank will be interpreted by the City as a zero percent markup to the City.

The annual spending need amount is an estimate and not a guarantee of actual volume. The City reserves the right to purchase more or less of these quantities as may be required during the contract Term. Quantities will be as-needed and specified by the City for each order.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL SPEND	MARKUP TO COSTS (PERCENTAGE)	EXTENDED PRICE
2.6	Markup to Costs for all related Materials and Supplies - CATEGORY 2 (not to exceed 20%)	\$100,000.00		
ESTIMATED ANNUAL SUB-TOTAL FOR MATERIALS AND SUPPLIES CATEGORY 2				\$0.00
Estimated Total Annual Price of Category 2				\$0.00

RFP 8100 KDS3004  
Janitorial Services for ABIA  
Section 0600A: COST PROPOSAL FORM

CATEGORY 3 - Window Washing Services (Exhibit 3) Service required 3 times per year. Weather permitting, all work should be completed within 30 days			
ITEM NO.	WORK SHIFT	ESTIMATED PRICE FOR EACH SERVICE (1X PER YEAR)	ESTIMATED ANNUAL PRICE (3X PER YEAR)
1.1C	Shift 1 hours: 7:00 AM - 4:00 PM	\$26,421.60	\$79,264.80
1.3C	Shift 2 hours: 10:00 PM - 7:00 AM	\$42,686.40	\$128,059.20
TOTAL FOR CATEGORY 3			\$207,324.00

**RFP 8100 KDS3004**  
**Janitorial Services for ABIA**  
**Section 0600A: COST PROPOSAL FORM**

**SECTION II**

For Informational Purposes Only: Provide hourly rates for additional janitorial services. The City may utilize additional services as they relate to this contract. In order to be paid for those additional services, provide all additional services you can provide the City.

<b>ITEM NO.</b>	<b>HOURLY RATE FOR CLEANING STAFF</b>	<b>PRICE PER HOUR</b>
1.1	Working Supervisor	
1.2	Crew Lead	
1.3	Cleaning person	

Please list any other services your company provides. The City may utilize additional services as they relate to this contract. In order to be paid for those additional services, provide all additional services you can provide the City.

This information will not be used in the evaluation of the bid but is for informational purposes only and there is no guarantee of purchase. Please include additional pages as necessary.

<b>ITEM NO.</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT (Ex: hourly, monthly)</b>	<b>PRICE</b>
<b>1.4</b>	Exterior Sidewalk Power Washing Services To Include Taxi Median- Use of hot water only (this is for baggage claim and concourse level)	1 Time	\$4,000.00
<b>1.5</b>	Exterior Sidewalk Power Washing Services To Include Taxi Median with reclamation- This is use of degreaser to support spot removal and gum removal (this is for baggage claim and concourse level)	1 Time	\$5,000.00



RFP 8100 KDS3004  
Janitorial Services for ABIA  
Section 0600A: COST PROPOSAL FORM

<b>CATEGORY 5 - DISCOUNT OFF OR MARKUP TO MANUFACTURER PRICE LISTS FOR NON-SPECIFIED PRODUCTS</b> <b>(For Informational Purposes Only)</b>			
<p>The City may require the Offeror to provide additional products as they relate to this contract. In order to be paid for those additional products, provide manufacturers name and catalog numbers for the additional products you can provide the City. Indicate the minimum percentage discount or maximum markup to costs you can provide the City for these products. The percentage discount(s) or markup(s) listed shall be fixed throughout the term of the Contract including any subsequent renewal periods.</p> <p>This information will not be used in the evaluation of the bid but is for informational purposes only and there is no guarantee of purchase. Please include additional pages as necessary.</p>			
ITEM NO	NAME AND NUMBER OF PRICE LIST	LATEST EFFECTIVE DATE OF PRICE LIST	MINIMUM DISCOUNT FROM OR MAXIMUM MARKUP TO PRICE LIST
1.6	Name _____ Number _____		_____ % Discount or _____ % Markup
1.7	Name _____ Number _____		_____ % Discount or _____ % Markup

**From:** Vince Friesenhahn <[Vince@westlakehcs.com](mailto:Vince@westlakehcs.com)>  
**Sent:** Monday, March 25, 2019 2:33 PM  
**To:** Ellis, Cyrenthia <[Cyrenthia.Ellis@austintexas.gov](mailto:Cyrenthia.Ellis@austintexas.gov)>  
**Cc:** JT Hasty <[JT@westlakehcs.com](mailto:JT@westlakehcs.com)>  
**Subject:** Fw: RFP 8100 KDS3004 - Janitorial Services: Austin Bergstrom International Airport

Ms. Ellis,

Good afternoon here is the follow-up response to the PDF correspondence for RFP 8100 KDS3004.

- The organization chart does show any frontline staff members listed, therefore there is concern on who will perform the work. **We will have 5 dedicated crew members assigned to this ABIA project to include a Project Manager. These are Westlake Home and Commercial full time employees that have training/certification in high rise window cleaning and lift certified.**
- The workplan did not cover all areas noted in the Scope of Work. Are you only able to provide services for the work in which you specified? **No, we can conduct the full scope requirements for the window cleaning for ABIA and power washing if needed.**
- The scope specified all work shall completed with 30 days, however your response indicated 8 weeks as a draft plan. **We can complete the scope of work in 30 days, we added additional time for any scheduling conflicts and weather delays.**

We will keep our pricing the same due to labor requirements for this project. If there is any additional information needed please let us know. We greatly appreciate the opportunity in conducting this project work for the City of Austin and ABIA.

Respectfully,

Vince Friesenhahn  
Executive Operations Officer  
Westlake Home and Commercial Services  
Email: [vince@westlakehcs.com](mailto:vince@westlakehcs.com)  
Office: 512-280-1649  
Mobile: 512-913-7740





January 23, 2019

Kim Larsen  
Procurement Specialist II  
City of Austin- Purchasing Office  
124 West 8<sup>th</sup> Street  
Austin, Texas 78701  
512-974-1709  
[Kim.larsen@austintexas.gov](mailto:Kim.larsen@austintexas.gov)

Dear Ms. Larsen,

On the behalf of the Westlake Home and Commercial Services Management Team we want to take the time to personally thank you and the City of Austin for the opportunity to bid on the window cleaning services at ABIA.

We understand the mission and Brand Standards that you and your respective leadership are looking for. Our goal is to implement your respective program and exceed customer expectations. We know and understand what it will take to get to those expectations for you and your respective customers.

We have put together the bid package for your review regarding the window cleaning services at ABIA. The attached pricing is all inclusive for the scope of work, equipment, labor and chemicals needed to conduct this scope of work. Our main goal and vision are to build on this relationship long term and exceed your service deliverables. If awarded the window cleaning service agreement, we will be ready to implement immediately.

We look forward to working with you and the ABIA leadership team. If you have any questions regarding our information that we have submitted, please feel free to contact me.

Respectfully,  
James Hasty

A handwritten signature in black ink, appearing to read "James Hasty", is located at the bottom of the page.



## **Executive Summary**

Westlake Home and Commercial Services has been in operation since 2000. We provide power washing and window cleaning services to commercial, residential and multi-family through out the State of Texas for the past 18 years and our reputation is how we have grown our organization.

**Our Mission:** To provide the highest level of quality service, the safest work environment and the most competitive cost, focusing on meeting or exceeding our customer's expectations.

We provide ongoing training with our employees regarding to innovation, techniques, safety meetings, high rise training and certifications, OSHA certifications and support/training to our team members to ensure that business needs are met.

We understand that the window cleaning services per the scope of work and site walk covers multiple locations through out ABIA. There is approximately 260,000 square feet of surface glass to include additional expansions that have been made to ABIA. There are multiple techniques that will be conducted while performing this scope of work.

We will implement a six-man team to include a Project Manager that will be onsite coordinating with the ABIA FM. We will implement schedules to be provided to ABIA FM prior to conducting scope of work for approval so that we adhere to scope of work times listed in scope of work and will adjust as needed to meet operational time frames. ABIA FM will approve schedules and times prior to commencing scope of work so that business needs are not impacted. We will implement daily meetings to review schedules and areas to be conducted within that schedule that we provide. We will conduct daily safety meetings prior to start of project to ensure that all PPE is worn, and all safety measures are implemented through out duration of project. We will communicate any schedule changes with contract



Manager, ABIA Facility Manager and City Staff prior to for approval. We will provide supporting communication/documentation as to why schedules need to be changed.

We will also have management onsite to coordinate and review while scope of work is being conducted. We do this to support the team and most importantly our customers.

We also evaluate team's performance while we are onsite conducting the scope of work to ensure that service delivery is executed, and performance metrics are met.

Our retention rate is over 95% through out our 19 years of service. This is due to upper management engaging and focusing on our team. We focus on providing training, development, advancement opportunities, benefits, vacations, merit increases, quarterly IDP, annual reviews, ongoing coaching and most important investing in our team.

Our organization will have and provide a dedicated team to the ABIA contract if awarded so that no business needs to ABIA are impacted with other clients.





**Authorized Negotiator**

Name: James T Hasty (Owner/President)

Mailing Address:

8810 Cullen Lane, Austin, Texas 78748

Contact Information:

Email- [jt@westlakehcs.com](mailto:jt@westlakehcs.com)

Phone- (512) 280-1649

Name: Vince Friesenhahn (Operations)

Mailing Address:

8810 Cullen Lane, Austin, Texas 78748

Contact Information:

Email- [vince@westlakehcs.com](mailto:vince@westlakehcs.com)

Phone- (512) 280-1649



## **Business Organization & Project Management Structure**

- A. Westlake Home and Commercial Services, 8810 Cullen Lane, Austin, Texas 78748. We operate under James Hasty Enterprises, Inc. Our organization has been in operation for 19 years and has been based in Austin, Texas for the past 19 years.
- B. We have a team of 26 employees. We have 6 Crew Managers, 19 Service Technicians and 1 Project Manager. There will be a six-man team dedicated to this contract- one project manager, two crew managers and two service technicians.

**Our Mission:** To provide the highest level of quality service, the safest work environment and the most competitive cost, focusing on meeting or exceeding our customer's expectations.

Our financial resources come from reinvestment of profits and credit establishment that we have made with lenders if needed to support any project. We have dedicated resources that will be available to this scope of work if awarded the contract to include staffing, project management, account management, supplies and tools. We also have 19 years of experience in servicing multiple projects (commercial, residential and multi-family) in relation to window cleaning and power washing. We have crew managers and service technicians that are certified for high rise window cleaning and OSHA certified that will be dedicated to this contract if awarded.

- C. Vince Friesenhahn (Operations/Account Manager)

Email- [vince@westlakehcs.com](mailto:vince@westlakehcs.com)

Phone- 512-913-7740



Chris Hasty (Project Manager)

Email- [chris@westlakehcs.com](mailto:chris@westlakehcs.com)

Phone- 512-297-9300

Our clients are based on the project that is being conducted. We have multiple clients and team members that we support during the week. If awarded this contract, we will support this account 100 percent while the scope of work is being conducted.

Please see attached organizational chart. Vince Friesenhahn will be the account manager overseeing the account with support from Chris Hasty overseeing the project with the Westlake Home and Commercial Service Team. Chris will be the point of contact onsite if any issues or concerns arise and will communicate to the ABIA FM with correspondence and action plan to immediately correct. Crew managers and service technicians report directly to Chris Hasty and Vince Friesenhahn for any issues or concerns that arise so that this information can be communicated directly to the customer.

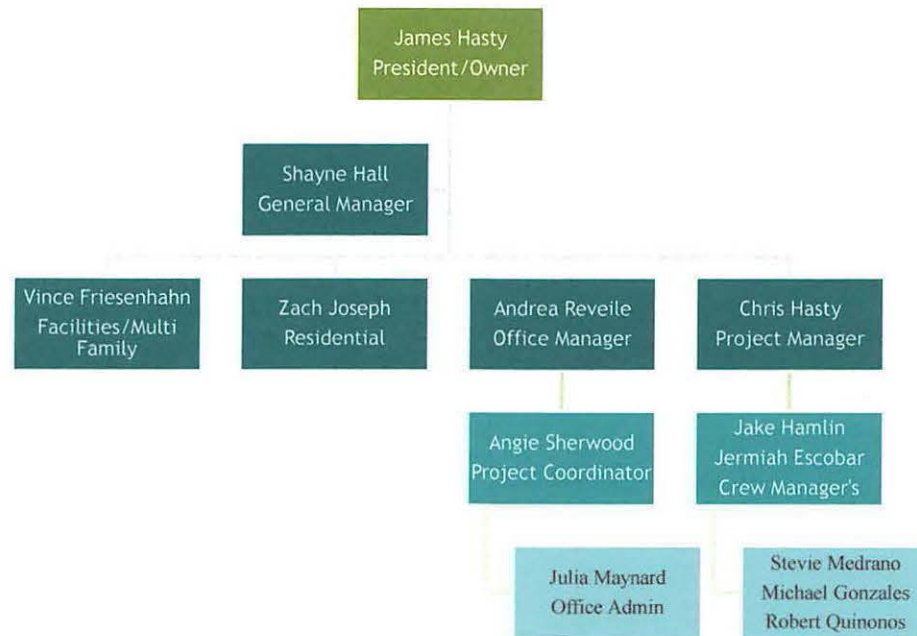
- D. At Westlake Home and Commercial Services, we have a 95% retention rate within our organization for the past 19 years. We have a 50% diversity rate within our organization to meet our established goals. Our success is driven by our team, so we support ongoing feedback from our employees to support overall performance and growth.

Westlake Home and Commercial Services provides annual reviews to all employees so that annual merit increases can be discussed with employees to support performance. We have monthly Atta Boy/Girl contest award for the team member that gets the most recognition. We also provide weekly recognition during our team meetings. We provide full benefits (medical, dental and vision) to all employees that want to sign up for these benefits. We provide paid vacation time off to all employees. We conduct two paid trips (annually) for the team to reward and recognize all the hard work and performance they have conducted for the organization throughout the year. We also provide

bonuses on projects that exceed profitability, we want to thank our employees for driving outstanding performance.

Our employees have a voice and can provide feedback and suggestions. We have an open-door policy to support our employees with no retaliation. We encourage our employees to provide thought processes and ideas to support the company core values and mission. We have implemented the Westlake Home and Commercial Services Employee Handbook and Safety Handbook to support all Westlake Home and Commercial Services employees. We listen to employees and their suggestions on how/what we can improve to make this the employer of choice to work. We drive our culture and what we stand for. We treat our team as family. We invest in career pathing and monthly coaching and ongoing development.

# Westlake Home and Commercial Services







### **Compliance to Requirements/Proposed Solution**

Westlake Home and Commercial Services will provide a schedule to the ABIA FM to review the scope of work and area to be conducted within that scheduled time frame. We will support by providing a dedicated Project Manager onsite to work with our team to ensure that scope of work is executed.

We will provide schedules to ABIA FM for approval so there is no interruption to the business needs and customer. This will be conducted prior to any scope of work conducted. It is imperative on timing so that execution is made 100 percent without any concerns or issues.

We will conduct team meetings to include safety prior to any scope of work that is to be conducted. Any concerns or issues will be brought up and discussed with action plans implemented so that scope of work is executed. Project Management will be the one to drive team meetings and execution of scope of work. We will conduct follow-up walk throughs with the ABIA FM to ensure that we have met and exceed the scope of work. We will provide sign offs once walks have been conducted and/or provide action plans on any misses. We will always have a dedicated point of contact during the duration of contract and will provide contact information so that they are available 24/7. We will always have site leadership onsite.

Electronic reports will be provided weekly and monthly as scope of work is performed or as needed. QBR will be conducted and scheduled with ABIA FM.

We will communicate and coordinate with internal and external customers via phone and email with supporting documentation on information that needs to be reviewed and/or discussed with the appropriate management team. Any changes that are made we will communicate prior to for approval via phone and email with supporting documentation.

Westlake Home and Commercial Services will provide action plans within same day or within 24 hours of any customer complaint. We will provide resolution along with action plans to correct any concerns or issues. We will also follow-up with ABIA FM to ensure that corrective actions implemented have been corrected and signed off on. We will also communicate via phone and email once corrective measures have been met and service deliverables have been met. Any concerns with staff will be corrected immediately on a one-off basis, corrective actions will be implemented depending on situation and outcome or staff member will be removed from site.

Westlake Home and Commercial Services will be in compliant with the terms of this RFP to include insurance requirements, cost of living wages per City of Austin guidelines, conduct all services regarding RFP, payment terms, account management, safety, OSHA requirements, etc. We will abide by any and all Federal, State and Local entities in regard to this RFP.



# ABIA PACKAGE E WINDOW WASHING WORK PLAN OVER

Week One Work Schedule						Week Two Work Schedule					
	Monday	Tuesday	Wednesday	Thursday	Friday		Monday	Tuesday	Wednesday	Thursday	Friday
12:00AM-8:00AM	Exterior Concourse Level (Week One)	Exterior Concourse Level (Week One)	Exterior Concourse Level (Week One)	Exterior Concourse Level (Week One)	Exterior Concourse Level (Week One)	12:00AM-8:00AM	Exterior Concourse Level (Week Two)	Exterior Concourse Level (Week Two)	Exterior Concourse Level (Week Two)	Exterior Concourse Level (Week Two)	Exterior Concourse Level (Week Two)
Week Three Work Schedule						Week Four Work Schedule					
	Monday	Tuesday	Wednesday	Thursday	Friday		Monday	Tuesday	Wednesday	Thursday	Friday
12:00AM-8:00AM	Interior Concourse Level (Week Three)	Interior Concourse Level (Week Three)	Interior Concourse Level (Week Three)	Interior Concourse Level (Week Three)	Interior Concourse Level (Week Three)	12:00AM-8:00AM	Interior Concourse Level (Week Four)	Interior Concourse Level (Week Four)	Interior Concourse Level (Week Four)	Interior Concourse Level (Week Four)	Interior Concourse Level (Week Four)
Week Five Work Schedule						Week Six Work Schedule					
	Monday	Tuesday	Wednesday	Thursday	Friday		Monday	Tuesday	Wednesday	Thursday	Friday
12:00AM-8:00AM	Mezzanine/Skylight Level (Week Five)	Mezzanine/Skylight Level (Week Five)	Mezzanine/Skylight Level (Week Five)	Mezzanine/Skylight Level (Week Five)	Mezzanine/Skylight Level (Week Five)	12:00AM-8:00AM	Apron Level (Week Six)	Apron Level (Week Six)	Apron Level (Week Six)	Apron Level (Week Six)	Apron Level (Week Six)
Week Seven Work Schedule						Week Eight Work Schedule					
	Monday	Tuesday	Wednesday	Thursday	Friday		Monday	Tuesday	Wednesday	Thursday	Friday
12:00AM-8:00AM	Exterior Baggage Claim Level (Week 7)	Exterior Baggage Claim Level (Week 7)	Exterior Baggage Claim Level (Week 7)	Exterior Baggage Claim Level/Parking Garage Elevators (Week 7)	Exterior Baggage Claim Level/Parking Garage Elevators (Week 7)	12:00AM-8:00AM	Interior Baggage Claim Level (Week 8)	Interior Baggage Claim Level (Week 8)	Interior Baggage Claim Level (Week 8)	Interior Baggage Claim Level (Week 8)	Interior Baggage Claim Level (Week 8)



## MATERIAL SAFETY DATA SHEET

### 1. Product and Company Identification

Material name Dawn Professional Dish Detergent  
 Product Code 95121663  
 Version # 01  
 Revision date 05-02-2012  
 Manufacturer Procter & Gamble Professional  
 Address 2 P&G Plaza  
 Cincinnati  
 Ohio  
 45202  
 US  
 P&G Telephone Number: 1-800-332-7787  
 Emergency 24-hr Telephone #: CHEMTREC 1-800-424-9300

### 2. Hazards Identification

#### Potential health effects

*Routes of exposure* Inhalation. Ingestion. Skin contact. Eye contact.  
*Eyes* Health injuries are not known or expected under normal use. Accidental exposure will cause a mild but transient irritation.  
*Skin* Health injuries are not known or expected under normal use. May cause transient irritation. Prolonged or repeated contact may be drying to skin.  
*Inhalation* Health injuries are not known or expected under normal use.  
*Ingestion* Health injuries are not known or expected under normal use. Ingestion may cause gastrointestinal irritation, nausea, vomiting and diarrhea.

*Potential environmental effects* Considering the limited amount applied during use and the size of the container, the risk of adverse effects is considered small.

### 3. Composition / Information on Ingredients

Components	CAS #	Percent
ALCOHOL SULFATES, SODIUM SALT	68585-47-7	7-13
ALCOHOL ETHOXY SULFATE, SODIUM SALT	68585-34-2	5-10
AMINES, C10-16-ALKYLDIMETHYL, N-OXIDES	70592-80-2	1-5
ETHANOL	64-17-5	1-5

### 4. First Aid Measures

#### First aid procedures

*Eye contact* After initial flushing, remove any contact lenses and continue flushing for at least 15 minutes. Get medical attention if irritation develops and persists.  
*Skin contact* Rinse with water if prolonged contact occurs. Get medical attention if irritation develops and persists.  
*Inhalation* Move to fresh air.  
*Ingestion* Drink 1 or 2 glasses of water. If ingestion of a large amount does occur, call a poison control center immediately.

## 5. Fire Fighting Measures

Environmental precautions	Prevent further leakage or spillage if safe to do so.
Extinguishing media	
Suitable extinguishing media	Water, Water fog, Foam, Dry chemical powder, Carbon dioxide (CO2).
Protection of firefighters	
Specific hazards arising from the chemical	This product will not support sustained combustion when in contact with open flame above the indicated flash point.
Protective equipment and precautions for firefighters	Wear full protective clothing, including helmet, self-contained positive pressure or pressure demand breathing apparatus, protective clothing and face mask.

## 6. Accidental Release Measures

Personal precautions	Keep unnecessary personnel away. Wear suitable protective clothing.
Environmental precautions	Prevent further leakage or spillage if safe to do so.
Clean-up methods and materials and containment measures	In case of spills, beware of slippery floors and surfaces. Use a non-combustible material like vermiculite, sand or earth to soak up the product and place into a container for later disposal. Following product recovery, flush area with water.

## 7. Handling and Storage

Handling	Use personal protective equipment as required. Keep container closed when not in use. Never return spills in original containers for re-use. Keep out of reach of children.
Storage	Store in a cool and well-ventilated place. Keep from freezing.

## 8. Exposure Controls / Personal Protection

### Occupational exposure limits

#### US. ACGIH Threshold Limit Values

Components	Type	Value
ETHANOL (64-17-5)	STEL	1000 ppm

#### US. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000)

Components	Type	Value
ETHANOL (64-17-5)	PEL	1000 ppm 1900 mg/m3

Engineering controls	Provide adequate ventilation.
Personal protective equipment	
Eye / face protection	Not normally needed.
Skin protection	Not normally needed. For prolonged or repeated skin contact use suitable protective gloves. Recommended gloves include rubber or neoprene.
Respiratory protection	Not normally needed.
General hygiene considerations	Handle in accordance with good industrial hygiene and safety practice.

## 9. Physical & Chemical Properties

Color	Dark blue or Yellow
Odor	Scented
Odor threshold	Not available.
Physical state	Liquid.
pH	8.7 - 9.3
Melting point	Not available.
Freezing point	30 °F (-1.1 °C)
Boiling point	Not available.

Material name: Dawn Professional Dish Detergent

MSDS No. 95121663 Version #: 01 Revision date: 05-02-2012 Print date: 05-02-2012

MSDS US PGP

2 / 5



Flash point	115 - 135 °F (46.1 - 57.2 °C) Does not sustain combustion.
Evaporation rate	Not available.
Vapor pressure	Not available.
Specific gravity	1
Solubility (water)	Not available.
Partition coefficient (n-octanol/water)	Not available
VOC	5.1514 % estimated
Percent volatile	62.975016 % estimated

## 10. Chemical Stability & Reactivity Information

Chemical stability	This is a stable material.
Conditions to avoid	Keep away from heat, sparks and open flame.
Hazardous decomposition products	No hazardous decomposition products are known.
Hazardous polymerization	Will not occur.

## 11. Toxicological Information

### Toxicological data

#### Components

#### Test Results

ETHANOL (64-17-5)	Acute Inhalation LC50 Mouse: 0.039 mg/l 4 Hours Acute Inhalation LC50 Rat: 20000 mg/l 10 Hours Acute Oral LD50 Dog: 5.5 g/kg Acute Oral LD50 Guinea pig: 5.6 g/kg Acute Oral LD50 Mouse: 3450 mg/kg Acute Oral LD50 Rat: 7060 mg/kg Acute Oral LD50 Rat: 6.2 g/kg Acute Other LD50 Mouse: 933 mg/kg Acute Other LD50 Rat: 1440 mg/kg Acute Oral Rat: 1.85 g/kg
ALCOHOL ETHOXY SULFATE, SODIUM SALT (68585-34-2)	
ALCOHOL SULFATES, SODIUM SALT (68585-47-7)	Acute Oral LD50 Rat: >= 2000 mg/kg
AMINES, C10-16-ALKYLDIMETHYL, N-OXIDES (70592-80-2)	Acute Oral LD50 Rat: 1330 mg/kg

Sensitization	Not available.
Local effects	Contact may irritate or burn eyes.
Chronic effects	Hazardous by OSHA criteria. Hazardous by WHMIS criteria.
Skin corrosion/irritation	Not available.

## 12. Ecological Information

Environmental effects	Based on ecotoxicity and fate data for the individual ingredients in this specific formulation, and for related consumer household cleaning products formulations, this product is not considered harmful to aquatic organisms or to cause long-term adverse effects in the environment at relevant environmental concentrations. This product is intended for dispersive use and should not be disposed of directly into the environment.
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## 13. Disposal Considerations

Waste codes	Not regulated. Product is an aqueous solution that contains less than 24% alcohol.
Disposal instructions	This product, in its present state, when discarded or disposed of, is not a hazardous waste according to Federal regulations (40 CFR 261.4 (b)(4)). Under RCRA, it is the responsibility of the user of the product to determine, at the time of disposal, whether the product meets RCRA criteria for hazardous waste. Dispose of contents/container in accordance with local/regional/national/international regulations.

#### 14. Transport Information

##### DOT

Not regulated as dangerous goods.

##### IMDG

Not regulated as dangerous goods.

##### IATA

Not regulated as dangerous goods.

#### 15. Regulatory Information

##### US federal regulations

This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.

##### CERCLA (Superfund) reportable quantity

ETHANOL: 100

##### Superfund Amendments and Reauthorization Act of 1986 (SARA)

###### Hazard categories

Immediate Hazard - Yes  
Delayed Hazard - Yes  
Fire Hazard - Yes  
Pressure Hazard - No  
Reactivity Hazard - No

###### Section 302 extremely hazardous substance

No

###### Section 311 hazardous chemical

Yes

##### State regulations

###### ILLRTK

Contains no Illinois Right To Know toxic substances.

##### US - California Proposition 65 - Carcinogens & Reproductive Toxicity (CRT): Listed substance

ETHANOL (CAS 64-17-5)

ALCOHOLIC BEVERAGES, WHEN ASSOCIATED WITH  
ALCOHOL ABUSE  
ETHANOL IN ALCOHOLIC BEVERAGES  
ETHYL ALCOHOL IN ALCOHOLIC BEVERAGES

##### US - California Proposition 65 - CRT: Listed date/Carcinogenic substance

ETHANOL (CAS 64-17-5)

ALCOHOLIC BEVERAGES, WHEN ASSOCIATED WITH  
ALCOHOL ABUSE  
ETHANOL IN ALCOHOLIC BEVERAGES

##### US - Connecticut Hazardous Material Survey: Listed substance

ETHANOL (CAS 64-17-5)

LISTED

##### US - Illinois Chemical Safety Act: Listed substance

RCRA HAZARDOUS WASTE NO. D001 (CAS 64-17-5)

RCRA HAZARDOUS WASTE NO. D001  
UNLISTED HAZARDOUS WASTES CHARACTERISTIC OF  
IGNITABILITY

##### US - Massachusetts RTK - Substance: Listed substance

ETHANOL (CAS 64-17-5)

LISTED

##### US - New Jersey Community RTK (EHS Survey): Listed substance

##### US - New Jersey RTK - Hazardous substance

##### US - New Jersey RTK - Special Hazard: Listed substance

ETHANOL (CAS 64-17-5)

ETHYL ALCOHOL SPEC\_HAZAROUS

##### US - New Jersey RTK - Substances: Listed substance

ETHANOL (CAS 64-17-5)

ETHYL ALCOHOL LISTED

##### US - Pennsylvania RTK - Hazardous Substances: Listed substance

ETHANOL (CAS 64-17-5)

LISTED

US - Rhode Island RTK - Hazardous Substances: Listed substance

ETHANOL (CAS 64-17-5)

LISTED

Canadian regulations

All ingredients are CEPA approved for import to Canada by Procter & Gamble. This product has been classified in accordance with hazard criteria of the Controlled Products Regulations and the MSDS contains all the information required by the Controlled Products Regulations.

Inventory Status

Country(s) or region

Inventory name

On inventory (yes/no)\*

United States & Puerto Rico

Toxic Substances Control Act (TSCA) Inventory

Yes

\*A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s)

16. Other Information

HMIS® ratings

Health: 2

Flammability: 2

Physical hazard: 0

NFPA ratings

Health: 2

Flammability: 2

Instability: 0

Special hazards:

Disclaimer

This MSDS is intended to provide a brief summary of our knowledge and guidance regarding the use of this material. The information contained here has been compiled from sources considered by Procter & Gamble to be dependable and is accurate to the best of the Company's knowledge. It is not meant to be an all-inclusive document on worldwide hazard communication regulations.

This information is offered in good faith. Each user of this material needs to evaluate the conditions of use and design the appropriate protective mechanisms to prevent employee exposures, property damage or release to the environment. Procter & Gamble assumes no responsibility for injury to the recipient or third persons, or for any damage to any property resulting from misuse of the product.



## Exhibit I: Equipment and Chemicals Inventory (for all Packages)

Please list all the equipment and chemicals to be used.

Please duplicate this form as needed.

Company Name: Westlake Home and Commercial Services

Equipment or Chemical Type	Brand/Model	Size	Year Made	Fuel or Chemical	# of Units	3 <sup>rd</sup> Party Eco-Label	Notes
Electric Scissor Lift	Genie	40 FT	2015	Electric	1	NA	
Articulated Boom Lift	Genie	86 FT	2015	Electric	1	NA	Non-Marking Electric Articulated Boom Lift
Dawn Professional Liquid Soap	Procter and Gamble	5 Gallons	2018	Chemical	5	Green Seal	
Ladder		4 FT		NA	2	NA	A-Frame- Fiber Glass
Ladder		6 FT		NA	2	NA	A-Frame- Fiber Glass
Ladder		10 FT		NA	2	NA	A-Frame- Fiber Glass
Squeegee		12"		NA	15	Na	Used to Remove Cleaning Solution
Squeegee		18"		NA	15	NA	Used to Remove Cleaning Solution
Squeegee		24"		NA	15	NA	Used to Remove Cleaning Solution
Window Mop		12"		NA	15	NA	Used to Wet Window and Agitate
Window Cleaning Bucket on a Belt				NA	6	NA	Holds cleaning solution
Blue Microfiber Cloths		12"X16"		NA	650	NA	Wiping Down Ledges
Microfiber Duster		24 FT		NA	20	NA	For High Dusting
Safety Cones				NA	50	NA	Safety
Ladder		16 FT		NA	2	NA	Extension- Fiber Glass
Ladder		24 FT		NA	2	NA	Extension- Fiber Glass
Ladder		32 FT		NA	2	NA	Extension- Fiber Glass
Ladder		40 FT		NA	2	NA	Extension- Fiber Glass
Safety Harness				NA	6	NA	Safety
Safety Vest				NA	6	NA	Safety
Bosun Chair		12"X24"		NA	2	NA	Exterior Window Cleaning as Needed
Repelling Rack Descender				NA	2	NA	Safety Control Descend
Rope Grab				NA	2	NA	Safety Line
Static Rope		5/8"		NA	2	NA	Exterior Window Cleaning as Needed

Exhibit I: Equipment and Chemicals Inventory (for all Packages)


Contractor's Full Name: James Hasty Enterprises Inc DBA  
Westlake Home & Commercial Services

Contractor's Signature: James T. Hasty Date: 10/16/18





## **Experience and Qualifications**

- A. Westlake Home & Commercial Services was established in 2001 and has over 18 years' experience in all phases of power washing. From residential to commercial we will leave your exterior surfaces looking like new again. We specialize in window cleaning services. Leave the details to us for all types of windows, interior and exterior, residential to high-rise. We are certified and ready to leave your windows crystal clean.

We specialize in those hard to clean projects, such as graffiti removal, oil spill cleanup, and mold removal. Westlake Home & Commercial Services holds a high standard for conserving natural resources and minimizing environmental impacts such as water and air pollution. We strive to eliminate or reduce toxics that create hazards to citizens, wildlife, and the environment. We believe in staying green and offer reclamation of water for projects. Depending on the condition of the surface, we determine the best method per each project. Whether it be abrasive blasting, pressure washing with a clean water rinse or biodegradable soap, and or paint and marker removers, all our services are performed only using chemical products as approved through EPA, Green Seal, Eco Logo and in compliance with OSHA.

Our uniformed staff are trained in safety and environmental stewardship, offering our customers quality workmanship on every job. We hold a high standard for safety and offer all our crews continued safety and health training. We have certified repelling staff, ready for all size projects. Our staff is reliable, and trustworthy.

We are a local family owned company and understand the importance of keeping the ones we love safe and being good stewards of the earth. Every customer is important, and each job is handled with extreme care. We rely on our customers recommendations for continued growth and success.



## References

Customer	Number of Employees	Contract Award Date	Size of Project	Contract Manager	Title	Contact Number	Email Address
Hunt Construction	5	8/1/2014	\$78K	Katie Gvanderploeg	Manager	317-494-8079	kgvanderploeg@huntconstructiongroup.com
The Barr Company	5	9/4/2013	\$22k	Kathy Nomday	Manager	512-474-4222	kathy@thebarcompany.com
Riverview Apartments	5	9/30/2013	\$55K	Shannon Thorton	Manager	512-442-8100	riverviewcd@milestone-mgt.com
Vaugh Construction	5	7/01/2018	\$200K	Clint Brown	Manager	512-318-4865	clintbrown@vaughconstruction.com
Alpha Building	6	12/20/2018	\$66k	Kevin Rainey	Manager	512-473-0871	krainey@alphabuilding.com

## GOAL DETERMINATION REQUEST FORM

<b>Buyer Name/Phone</b>	Kim Larsen/42261	<b>PM Name/Phone</b>	Tina Gamez/512-530-6717
<b>Sponsor/User Dept.</b>	Aviation/8100	<b>Sponsor Name/Phone</b>	Delma Alvarez/512-530-7204
<b>Solicitation No</b>	RFP 8100 KDS3004	<b>Project Name</b>	Janitorial Services for ABIA and COA
<b>Contract Amount</b>	\$5,000,000.00	<b>Ad Date (if applicable)</b>	12/17/2018
<b>Procurement Type</b>			
<input type="checkbox"/> AD – CSP <input type="checkbox"/> AD – Design Build Op Maint <input type="checkbox"/> IFB – IDIQ <input checked="" type="checkbox"/> Nonprofessional Services <input type="checkbox"/> Critical Business Need <input type="checkbox"/> Sole Source* <input type="checkbox"/> AD – CM@R <input type="checkbox"/> AD – JOC <input type="checkbox"/> PS – Project Specific <input type="checkbox"/> Commodities/Goods <input type="checkbox"/> Interlocal Agreement <input type="checkbox"/> AD – Design Build <input type="checkbox"/> IFB – Construction <input type="checkbox"/> PS – Rotation List <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Ratification			
<b>Provide Project Description**</b>			
Janitorial services contract for ABIA.			
<b>Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.</b>			
This is a "re-bid" of MHJ3005 which had NO GOALS.			
<b>List the scopes of work (commodity codes) for this project. (Attach commodity breakdown by percentage; eCAPRIS printout acceptable)</b>			
91039 - 100%			
Kim Larsen		12/7/2018	
<b>Buyer Confirmation</b>		<b>Date</b>	

\* Sole Source must include Certificate of Exemption

\*\*Project Description not required for Sole Source

<b>FOR SMBR USE ONLY</b>			
<b>Date Received</b>	12/7/2018	<b>Date Assigned to BDC</b>	12/10/2018
<b>In accordance with Chapter 2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination:</b>			
<input type="checkbox"/> Goals	% MBE	% WBE	
<input type="checkbox"/> Subgoals	% African American	% Hispanic	
	% Asian/Native American	% WBE	
<input type="checkbox"/> Exempt from MBE/WBE Procurement Program		<input checked="" type="checkbox"/> No Goals	

## GOAL DETERMINATION REQUEST FORM

**This determination is based upon the following:**

- |  |   |
|--|---|
| <input type="checkbox"/> Insufficient availability of M/WBEs       | <input type="checkbox"/> No availability of M/WBEs                  |
| <input type="checkbox"/> Insufficient subcontracting opportunities | <input checked="" type="checkbox"/> No subcontracting opportunities |
| <input type="checkbox"/> Sufficient availability of M/WBEs         | <input type="checkbox"/> Sufficient subcontracting opportunities    |
| <input type="checkbox"/> Sole Source                               | <input type="checkbox"/> Other                                      |

*If Other was selected, provide reasoning:*

**MBE/WBE/DBE Availability**

**Subcontracting Opportunities Identified**

None

John Wesley Smith

**SMBR Staff**

*John Wesley Smith* 12.10.18  
 Signature/ Date

**SMBR Director or Designee**

Date

*12-11-18*

Returned to/ Date:

# GOAL DETERMINATION REQUEST FORM

<b>Buyer Name/Phone</b>	Kim Larsen/42261	<b>PM Name/Phone</b>	Tina Gamez/512-530-6717
<b>Sponsor/User Dept.</b>	Aviation/8100	<b>Sponsor Name/Phone</b>	Delma Alvarez/512-530-7204
<b>Solicitation No</b>	RFP 8100 KDS3004	<b>Project Name</b>	Janitorial Services for ABIA and COA
<b>Contract Amount</b>	\$5,000,000.00	<b>Ad Date (if applicable)</b>	12/17/2018
<b>Procurement Type</b>			
<input type="checkbox"/> AD - CSP <input type="checkbox"/> AD - Design Build Op Maint <input type="checkbox"/> IFB - IDIQ <input checked="" type="checkbox"/> Nonprofessional Services <input type="checkbox"/> Critical Business Need <input type="checkbox"/> Sole Source* <input type="checkbox"/> AD - CM@R <input type="checkbox"/> AD - JOC <input type="checkbox"/> PS - Project Specific <input type="checkbox"/> Commodities/Goods <input type="checkbox"/> Interlocal Agreement <input type="checkbox"/> AD - Design Build <input type="checkbox"/> IFB - Construction <input type="checkbox"/> PS - Rotation List <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Ratification			
<b>Provide Project Description**</b>			
Janitorial services contract for ABIA.			
<b>Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.</b>			
This is a "re-bid" of MHJ3005 which had NO GOALS.			
<b>List the scopes of work (commodity codes) for this project. (Attach commodity breakdown by percentage; eCAPRIS printout acceptable)</b>			
91039 - <del>100%</del> 95% Janitorial Services. 91081 Window Washing 5% <span style="float: right;">(KSL)</span>			
Kim Larsen		12/7/2018	
<b>Buyer Confirmation</b>		<b>Date</b>	

\* Sole Source must include Certificate of Exemption

\*\*Project Description not required for Sole Source

<b>FOR SMBR USE ONLY</b>			
<b>Date Received</b>	12/7/2018	<b>Date Assigned to BDC</b>	12/10/2018
<b>In accordance with Chapter 2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination:</b>			
<input type="checkbox"/> Goals	% MBE	% WBE	
<input type="checkbox"/> Subgoals	% African American	% Hispanic	
	% Asian/Native American	% WBE	
<input type="checkbox"/> Exempt from MBE/WBE Procurement Program		<input checked="" type="checkbox"/> No Goals	



Solicitation Number: RFP 8100 KDS3004						
Description: Janitorial Services: Austin-Bergstrom International Airport						
Category 3 - Window Washing at ABIA Barbara Jordan Terminal and Adjacent Parking Garage Elevators						

		Westlake Home and Commercial Services	SP Plus Corporation	International Building Services	Cyrstal Clear Inc D/B/A Squeege Squad	Parks Convenient Solutions LLC D/B/A PCS Services
Evaluation Criteria	Max Points					
Price	25	10	11	25	23	9
SDVBE	3	0	0	0	0	3
Local Preference	10	10	10	10	10	0
Experience and Qualification	20	17	7	7	0	7
Business Organization & Project Management Structure	20	20	10	0	0	3
Compliance to Requirements/Proposed Solution	22	18	4	0	0	11
Total	100	75	41	42	33	32

		LGC Global Energy	Flaghsip Facility Services	GFS Servco LLC (Non-Responsive)	Stewcorp Inc. dba Window Genie Non-responsive
Evaluation Criteria	Max Points				
Price	25	13	11	*	*
SDVBE	3	0	0	*	*
Local Preference	10	0	0	*	*
Experience and Qualification	20	10	3	*	*
Business Organization & Project Management Structure	20	3	3	*	*
Compliance to Requirements/Proposed Solution	22	4	4	*	*
Total	100	30	21	*	*

NOTE: As per Section 252.049 of the local government code, contents of a proposal shall remain confidential until a contract is awarded. Therefore, the matrix will include points awarded for price but exact pricing will not be disclosed.

\* Deemed Non-responsive - Did not meet the requirements of the solicitation related to the minority Owned Business Enterprise Procurement Program

RFP 8100 KDS3004  
Janitorial Services ABIA  
Summary of Bids

		<b>Category 1 Out Buildings Flagship Facility Services</b>		<b>Category 2 ABIA Terminal - Flagship Facility Services</b>		<b>Category 3 Window Washing - Westlake Home and Commercial Services</b>	<b>Category Totals</b>
	Janitorial Sevices	\$896,386.41		\$197,076.01		\$207,324.00	\$1,300,786.42
	Emergency / As Needed	\$2,244.46		\$2,244.46			\$4,488.92
	Supplies	\$267,500.00		\$197,076.01			\$464,576.01
	Initial 2 yr Term total	\$2,332,261.74		\$792,792.96		\$414,648.00	\$3,539,702.70
	Optional 1-yr Extension 1	\$1,166,130.87		\$197,076.01		\$207,324.00	\$1,570,530.88
	Optional 1-yr Extension 2	\$1,166,130.87		\$197,076.01		\$207,324.00	\$1,570,530.88
	Optional 1-yr Extension 3	\$1,166,130.87		\$197,076.01		\$207,324.00	\$1,570,530.88
<b>Total 5 yr term per Category</b>		\$5,830,654.35		\$1,384,020.99		\$1,036,620.00	<b>\$8,251,295.34</b>